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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. November 22, 2011

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on November 15, 2011

II. CONSENT AGENDAS (ITEMS 1 THROUGH 25)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Mayor to attend LKM Governing Body Meeting in Topeka, KS, December 8-9, 2011.

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

Workshop to follow

(ATTACHMENT 1 – CONSENT AGENDA ITEMS I THROUGH 25)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated November 21, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2011</u>	<u>(Consumption on Premises)</u>
Richard J Renollet	WSU Corporation dba Rhatigan Student Center**	1845 North Fairmount
<u>Renewal</u>	<u>2011</u>	<u>(Consumption off Premises)</u>
Sally Jo Hermann	Dillons #96***	5500 East Harry
Anm Badruddofa	Red Rock LLC dba Food Mart***	1400 North Market
Don Farquhar	Rolling Hills CC Golf Shop***	9612 West Maple
Lindsay S Cunningham	Presto #1629***	3311 North Rock Road
Lindsay S Cunningham	Presto #1630***	2190 North Rock Road
Lindsay S Cunningham	Presto #1631***	1250 South Rock Road
Lindsay S Cunningham	Presto #1633***	1254 South Tyler Road
Lindsay S Cunningham	Presto #1636***	4414 West Maple
Lindsay S Cunningham	Presto #1637***	7136 West Central
Lindsay S Cunningham	Presto #1638***	2001 South Oliver
Lindsay S Cunningham	Presto #1639***	7236 West 21st North
Lindsay S Cunningham	Presto #1640***	4821 South Broadway
Lindsay S Cunningham	Presto #1641***	515 North Seneca
Lindsay S Cunningham	Presto #1642***	2356 South Seneca
Lindsay S Cunningham	Presto #1643***	1350 North Oliver
Lindsay S Cunningham	Presto #1646***	12728 East Central

**Consumption/General/Restaurant 50% or more gross revenue from sale of food.

***Consumption/Retailer grocery stores, convenience stores etc.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates-NONE

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Sanitary Sewer in Rockwood South 3rd Addition, North of Kellogg, west of Rock.
(District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Deeds and Easements:

- a. (See Attached)

RECOMMENDED ACTION: Accept documents.

6. Consideration of Street Closures/Uses.

- a. Community Events – Mayor’s Tree Lighting Ceremony. (Districts I, IV and VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

7. Agreements/Contracts:

- a. Water Sales Agreement with Andover, Kansas.
b. Agreement for OneRain – Flood Warning System.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Design Services Agreement:

- a. Supplemental Design Agreement No. 2 for the 29th Street North Improvement, between Ridge and Hoover. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

9. Change Order:

- a. Change Order No. 3 – St. Francis Improvement, between Douglas and 2nd Street. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

10. Property Acquisitions:

- a. Partial Acquisition of Land at 14801 West Kellogg for the West Kellogg Freeway Project. (Districts IV and V)
b. Acquisition of Access Control at 15309 Woodbine for the West Kellogg Freeway Project. (Districts IV and V)
c. Partial Acquisition of 320 East 49th Street North for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

11. Minutes of Advisory Boards/Commissions

Stormwater Advisory Board, November 2, 2011
Board of Code Standards and Appeals, October 3, 2011
Wichita Public Library, October 18, 2011

RECOMMENDED ACTION: Receive and file.

12. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, IV, and VI)

<u>Property Address</u>	<u>Council District</u>
a. 722 South Estelle	I
b. 1780 South Seneca Court	IV
c. 2704 North Wellington	VI

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on January 10, 2012 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

13. Emergency Water Distribution System Repair Towne East Mall. (District II)

RECOMMENDED ACTION: Affirm the City Manager's Public Exigency approval of the project.

14. Payment of Condemnation Award, Appraisers Fees and Court costs in Condemnation Matter to Acquire Property for Public Right of Way for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

RECOMMENDED ACTION: Authorize payment to the Clerk of the District Court in the amount of \$165,380 for acquisition or property and easements condemned in the subject case.

15. Nuisance Abatement Assessments. (Districts I, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessment and place the ordinance on first reading.

16. Abatement of Dangerous and Unsafe Structures. (Districts I, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessment and place the ordinance on first reading.

17. 2012 Narcotic Seizure Fund Budget.

RECOMMENDED ACTION: Adopt the 2012 Narcotic Seizure Fund budget.

18. Resolutions Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration.

RECOMMENDED ACTION: Approve the resolutions and authorize the necessary signatures.

19. Deedback and Release of Property, The Coleman Company. (District I and Maize)

RECOMMENDED ACTION: Place on first reading the Ordinance authorizing amendments to bond documents to release and convey Coleman's Maize property, and release and convey the 2000 bond-financed property and authorize necessary signatures.

20. Budget Revision for the Drainage Project to serve an area along Maize, south of 29th Street North. (District V)

RECOMMENDED ACTION: Approve the budget revision, approve the petition, adopt the amending resolution and authorize the necessary signatures.

21. Payment of Condemnation Award, Appraisers Fees and Court costs in Condemnation Matter to Acquire Property for Public Right of Way for the Integrated Local Water Supply Plan. (Harvey County)

RECOMMENDED ACTION: Authorize payment to the Clerk of the District Court in the amount of \$72,678 for acquisition of property and easements condemned in the subject case.

22. Second Reading Ordinances: (First Read November 15, 2011)
List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

23. *VAC2011-00024 - Request to vacate portions of a platted setback, a platted utility easement and a floodway; generally located south of 13th Street North, west of 127th Street East, east of Whitetail Street, on the west side of Bradford Circle. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

24. *VAC2011-00025 - Request to vacate a portion of a platted setback and a platted easement; generally located east of Amidon Avenue and south of 32nd Street North, on the east side of Porter Avenue. (District VI)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

25. ***Rent Valuation Services.**

RECOMMENDED ACTION: Approve the contract and authorize necessary signatures.

City of Wichita
City Council Meeting
November 22, 2011

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer in Rockwood South 3rd Addition
(North of Kellogg, west of Rock) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the petition.

Background: The petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will construct a sanitary sewer for a new commercial development located north of Kellogg, west of Rock.

Financial Considerations: The petition totals \$14,000 with the total paid by special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a sanitary sewer required for new development.

Legal Considerations: The petition and resolution have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA

USE:

To Initiate Project

☒

To Revise Project

1. Prepare in triplicate.
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works & Utilities	Eng & Arch	11/1/2011	Sanitary Sewer in Rockwood south 3rd Addition	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI-200424		2011		
9. Estimated Start Date (As Required)	10. Estimated Completion Date (As Required)	11. Project Revised		
12. Project Cost Estimate				12A.
ITEM	CO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & curbs				
Bridge				
Drainage				
Sanitary Sewer		\$11,000		\$11,000
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		\$11,000		\$11,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and adopt the Resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Platting Required	_____	_____
Lot Split	_____	_____
Petition	X	_____
Ordered by WCC	_____	_____

Remarks:

100% Petition

"Sanitary Sewer Utility

Lateral 176, WIS

472-84792

First Published in the Wichita Eagle on November 25, 2011

RESOLUTION NO. 11-267

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 176, WAR INDUSTRIES SEWER (NORTH OF KELLOGG, WEST OF ROCK) 468-84792** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 176, WAR INDUSTRIES SEWER (NORTH OF KELLOGG, WEST OF ROCK) 468-84792** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 176, War Industries Sewer (north of Kellogg, west of Rock) 468-84792**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fourteen Thousand Dollars (\$14,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2011**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ROCKWOOD SOUTH THIRD ADDITION

Parcels 2A, 2B and 2C

PARCEL 2A

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of N89°11'49"E, 321.09 feet; thence S01°15'48"E, 323.53 feet; thence S88°44'12"W, 302.11 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°29'41"W, 243.27 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°57'34"W, 83.50 feet to the POINT OF BEGINNING.

PARCEL 2B

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°57'34"E, 83.50 feet; thence continuing along said east right-of-way line, S05°29'41"E, 243.27 feet to the POINT OF BEGINNING, thence N88°44'12"E, 302.11 feet; thence S01°15'48"E, 227.05 feet; thence S88°44'12"W, 298.01 feet to a point on said east right-of-way line; thence along said east right-of-way line for the remaining two courses, N01°59'06"W, 206.83 feet; thence N05°29'41"W, 20.29 feet to the POINT OF BEGINNING.

PARCEL 2C

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, TOGETHER WITH a portion of the existing right-of-way of Armour Drive, now Towne East Mall Drive, all located in the Southeast Quarter of Section 19, Township 27 South, Range 2 East of the Sixth Principal Meridian, all in Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°57'34"E, 83.50 feet; thence continuing along said east right-of-way line for the next two courses, S05°29'41"E, 263.56 feet; thence S01°59'06"E, 206.83 feet to the POINT OF BEGINNING; thence N88°44'12"E, 298.01 feet; thence S01°15'48"E, 235.53 feet to the north right-of-way line of Kellogg Drive as now established; thence along said north right-of-way line, S89°23'18"W, 247.63 feet; thence continuing along said north right-of-way line, N48°02'06"W, 58.98 feet to a point on a non-tangent curve to the right said curve being coincident with the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established, said curve having a radius of 3,230.31 feet, a central angle of 03°13'44", a chord bearing of N03°33'32"W, and a chord distance of 182.02 feet; thence along the arc of said curve and said east right-of-way line a distance of 182.04 feet; thence continuing along said east right-of-way line, N01°59'06"W, 10.45 feet to the POINT OF BEGINNING.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of November, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

DOUGLAS

BONNIE BRAE

KELLOGG

HEATHER

TOWNE
EAST
SQUARE

ROCK

Rockwood
South 3rd
Addition
Lot 2

Towne East Dr.

GOVERNOUR

RECEIVED

OCT 26 '11

SANITARY SEWER PETITION

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lateral
176, WFS

ROCKWOOD SOUTH THIRD ADDITION

Parcels 2A, 2B & 2C

468-84792

PARCEL 2A

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of N89°11'49"E, 321.09 feet; thence S01°15'48"E, 323.53 feet; thence S88°44'12"W, 302.11 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°29'41"W, 243.27 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°57'34"W, 83.50 feet to the POINT OF BEGINNING.

PARCEL 2B

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°57'34"E, 83.50 feet; thence continuing along said east right-of-way line, S05°29'41"E, 243.27 feet to the POINT OF BEGINNING, thence N88°44'12"E, 302.11 feet; thence S01°15'48"E, 227.05 feet; thence S88°44'12"W, 298.01 feet to a point on said east right-of-way line; thence along said east right-of-way line for the remaining two courses, N01°59'06"W, 206.83 feet; thence N05°29'41"W, 20.29 feet to the POINT OF BEGINNING.

PARCEL 2C

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, TOGETHER WITH a portion of the existing right-of-way of Armour Drive, now Towne East Mall Drive, all located in the Southeast Quarter of Section 19, Township 27 South, Range 2 East of the Sixth Principal Meridian, all in Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now

Rockwood Plaza – Sanitary Sewer Petition
GJA/cw 11067

(north of Kellogg,
west of Rock)

Page 1

established on an assumed bearing of S01°57'34"E, 83.50 feet; thence continuing along said east right-of-way line for the next two courses, S05°29'41"E, 263.56 feet; thence S01°59'06"E, 206.83 feet to the POINT OF BEGINNING; thence N88°44'12"E, 298.01 feet; thence S01°15'48"E, 235.53 feet to the north right-of-way line of Kellogg Drive as now established; thence along said north right-of-way line, S89°23'18"W, 247.63 feet; thence continuing along said north right-of-way line, N48°02'06"W, 58.98 feet to a point on a non-tangent curve to the right said curve being coincident with the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established, said curve having a radius of 3,230.31 feet, a central angle of 03°13'44", a chord bearing of N03°33'32"W, and a chord distance of 182.02 feet; thence along the arc of said curve and said east right-of-way line a distance of 182.04 feet; thence continuing along said east right-of-way line, N01°59'06"W, 10.45 feet to the POINT OF BEGINNING.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement is Fourteen Thousand Dollars (\$14,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after October 1, 2011.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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ROCKWOOD SOUTH THIRD ADDITION

Parcels 2A, 2B & 2C

VISION PARTNERS, L.L.C.

By: Laham Development Company, L.L.C.

Its Manager

By: _____

George E. Laham, II, Manager

10/25/11

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Kim Pelton
Name

455 N. Main St.
Address

268 4499
Telephone Number

Sworn to and subscribed before me this 26th day of October, 20 11.



Chris Edwards
Deputy City Clerk

Following are easements and dedications for City Council on November 22, 2011

The following deeds and easements have been recorded:

Waterline Easement from Unified School District 259, Wichita , Kansas dated August 29, 2011 for a tract of land lying in Lot 1, Block 1, South High School Second Addition, Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Drainage & Utility Easement from EPO, LLC, a Kansas limited liability company dated September 8, 2011 for a tract of land lying in Lot 5, Block 1, Hampton Square Second Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 744324) No Cost to City

Drainage & Utility Easement from Hampton Square, LLC, a Kansas limited liability company, dated August 15, 2011 for a tract of land lying in portions of Reserve "D" and Lots 4, 5, 6, and 7, Block 2, Hampton Square Second Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 744324) No Cost to City

The following easement needs to be recorded:

Storm Water Drainage and Detention Basin Improvements Easement dated September 8, 2011 from Monarch Landing, LLC for a pond lying within Reserves A, Monarch Landing 3rd Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751504) No cost to City.

City of Wichita
City Council Meeting
November 22, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Mayor’s Tree Lighting Ceremony (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter, Megan Buckmaster with the City Manager’s Office is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure request has been submitted:

Mayor’s Tree Lighting Ceremony December 6, 2011 5:15 pm – 7:00 pm

- Douglas Avenue, Main Street to McLean Boulevard.
- McLean Boulevard, Douglas Avenue to First/Second Street.
- Waco Street, Douglas Avenue to First Street.
- First Street, Waco Street to McLean Boulevard.
- Sycamore Street, Douglas Avenue to McLean Boulevard.
- Century II Drive from west Tlalnepantla Drive to Douglas Avenue.
- South Cancun Street, Century II Drive to west Tlalnepantla Drive.
- North Civic Center Place, north side of Douglas Avenue.
- Wichita Street, north side of Douglas Avenue.
- Water Street, north side of Douglas Avenue.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for Citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) hiring off-duty certified law enforcement officers as required; and (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

**City of Wichita
City Council Meeting
November 22, 2011**

TO: Mayor and City Council

SUBJECT: Water Sales Agreement with Andover, Kansas (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Water Sales Agreement

Background: On October 4, 2011, the City Council approved a water sales agreement with Andover, Kansas. After the agreement had been signed it was discovered that one paragraph regarding dispute resolution had been partially omitted and is now complete. The City of Wichita has sold water to retail customers in the City of Andover since 1975. The existing agreement will expire March 10, 2015. The City of Andover has requested that a new agreement be implemented at this time to ensure water service for its citizens well into the future.

Analysis: The new agreement provides a continuation of the current water sales to customers in Andover. Under the agreement, customers are served at retail by the City of Wichita. Andover is responsible for the initial construction of all water mains. The City of Wichita is responsible for all customer service, billing, and maintenance of both water services and mainlines. Relocation of mainlines for public improvement by the City of Andover is the responsibility of the City of Wichita.

Under the agreement, Andover can only serve customers within its city limits unless approval is received from the City of Wichita.

Financial Considerations: Andover water customers pay the outside City rates. These rates are currently 60% higher than the equivalent rate class for sales inside the Wichita City limits. The higher rates for customers outside of the City of Wichita reflect a return on investment to the utility for capital investments that have been made to serve these customers. The draft Cost of Service Study by Raftelis Financial Consultants, Inc shows that this rate differential generates a rate of return to the utility.

In addition, the City of Wichita collects a surcharge for Andover customers on behalf of the City of Andover. The surcharge is \$1.35 on the base charge and \$0.20 per 1,000 gallons on all consumption over 3,000 gallons per billing cycle. All revenue from the surcharge is remitted to the City of Andover monthly.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing reliable, compliant, and secure utilities by enhancing the economy of scale of the water utility.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the corrected agreement and authorize the necessary signatures.

Attachments: Agreement.

WATER SALES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between:

THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, hereinafter referred to as "Wichita"; and

THE CITY OF ANDOVER, BUTLER COUNTY, KANSAS, hereinafter referred to as "Andover."

WITNESSETH:

WHEREAS, Wichita and Andover have hereto entered into a Water Purchase Contract dated March 11, 1975, whereby Andover has connected to and has the right to receive water from Wichita as a source of water supply, and the parties desire to enter into a new agreement that provides for the purchase of water from Wichita for the next twenty (20) years; and

WHEREAS, Wichita owns and operates a water utility, which produces an adequate supply of water from both surface and groundwater sources; and

WHEREAS, the water produced by Wichita has been approved by the Kansas Department of Health and Environment for domestic use; and

WHEREAS, Andover has constructed and Wichita operates and maintains a system of water mains and distribution lines in Butler County in an area in the vicinity of Wichita; and

WHEREAS, it is the intent and purpose of this Agreement for Wichita to provide a supply of potable water in sufficient quantities to Andover to meet the needs of Andover's current and future customers;

NOW THEREFORE, in view of the premises aforesaid and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

Article 1

Permission to Connect and Right to Receive Water

1.1 Wichita hereby grants permission to Andover to maintain its current connection to the water distribution system of Wichita during the term hereof.

1.2 Wichita hereby grants permission to Andover to receive potable water from the Wichita water system for distribution from water mains owned by Andover to its present and future customers under the terms set forth in this agreement.

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Article 2 Construction

2.1 Andover hereby agrees to meet the construction and engineering standards employed by Wichita, now and in the future, in completing any current or future water main installations and further agrees to install such valves, fittings and appurtenances as required by Wichita. All relocations of water transmission and distribution facilities owned by Andover required as a result of any construction initiated by Andover shall be paid for by Andover. Wichita reserves the right to inspect any and all installations to assure compliance with Wichita specifications.

Article 3 Liability for Pressure

3.1 Wichita does not guarantee to maintain any specific pressure on its water supply line. Wichita will make a reasonable effort to maintain at least the minimum pressure required by State and/or Federal regulations.

3.2 Wichita agrees to make a reasonable effort to deliver to the point(s) of connection water quality that meets State and Federal regulations.

Article 4 Operation and Maintenance

4.1 Wichita agrees to operate and maintain the water distribution system, including all hydrants, valves, fittings and appurtenances owned by Andover and service lines, meters and related facilities owned by Wichita.

4.2 Wichita further agrees to be responsible for billing and collection procedures and other functions of a water utility.

4.3 Wichita agrees to the repair of all public street cuts required in the operation of the distribution system or public streets that may be damaged as a result of a failure of the distribution system. Andover agrees to not require any street cut permits or collect any charges from Wichita for such necessary repairs; provided that Wichita Agrees that any excavation or street cutting, accomplished by it in the operation and maintenance of said distribution system, or in the repair or maintenance thereof, shall ultimately result in Wichita restoring the land and cut portions of streets or alleys to as near original condition of same as possible.

4.4 Wichita shall retain ownership of all service lines, meter settings, meters and related facilities. If for any reason this agreement is terminated, Andover agrees to purchase these facilities from Wichita based upon original cost less depreciation.

Article 5

Right to Connect

5.1 Andover agrees to allow Wichita to connect to and provide service from Andover's water distribution system. Wichita agrees to allow Andover to connect to and provide service from Wichita's water distribution system located within the city limits of Andover, for the purpose of serving citizens located within the city limits of Andover.

Article 6

Conditions of Water Service to Customers of Andover

6.1 Andover agrees to have in effect for all its customers a water conservation plan. Within six (6) months of the effective date of this Agreement, such conservation plan shall be submitted to and approved by Wichita. Future changes in such plan shall also be submitted to Wichita for approval. Such approvals shall not be unreasonably withheld. Andover further agrees it will review and incorporate to the extent possible and reasonable any changes Wichita makes to its program. Andover shall accomplish such modification within ninety (90) days of written notification by Wichita of such changes.

6.2 Andover agrees that all water service connections will be individually metered.

6.3 Andover agrees to institute for its customers any water restrictions imposed by Wichita on its customers within forty-eight (48) hours of written notice of promulgation of such restrictions from Wichita.

6.4 Andover agrees to adopt regulations recommending that any new plumbing fixtures be of a low water use type to the same extent as is required by the ordinances of Wichita, as they may from time to time be amended.

Article 7

Andover Service Area

7.1 Andover agrees to provide water service only to customers within the incorporated boundaries of Andover and further agrees that it will not sell water to other incorporated cities, improvement districts, rural water districts or to other customers located outside of the incorporated boundaries of Andover without the express written approval of Wichita.

7.2 In the event that Andover violates the provision of §7.1 concerning service outside of the incorporated boundaries of Andover, Andover shall have ten (10) days to correct such violation after receipt of written notice from Wichita of the existence of such violation. If Andover fails to make such correction and eliminate any such violation, Wichita may discontinue water service to Andover. As an alternative to discontinuance of water service, Wichita may impose at the discretion of Wichita, and Andover agrees to pay, a surcharge of 100% on all water sold to Andover during the period of time such violation remains uncorrected.

7.3 The service area described herein is subject to renegotiation by the parties at any time after five (5) years have elapsed from the effective date of this Agreement. Renegotiation of the

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service area may be commenced by either party notifying the other party of its desire to renegotiate the service area at least forty-five (45) days in advance of the anniversary date of the five-year period. Either party reserves the right to refuse to agree to a service area change request.

Article 8

Rates for Water Service

8.1 The rate charged Andover for water service shall be in accordance with the rates established and amended from time to time by Wichita for Wichita's outside the citywater customers. It is further agreed that all water rates may be changed by amendment of said ordinance, however the rate for City of Andover customers shall not be any greater than for any similar class of customers.

8.2 Andover will be required to adopt, and maintain in place throughout the term of this Agreement, a conservation based rate structure with graduated usage blocks similar in concept to the rate structure employed by Wichita for its retail customers.

8.3 Nothing herein shall be construed as prohibiting Andover from directing Wichita to add as a surcharge to any billing made for water service by Wichita one, and only one, charge, said charge to be for sewer services and/or for retirement of bonds or no-fund warrants issued for water system improvements by Andover. However Andover agrees to hold Wichita harmless from any claims, or pretended claims, of liability which exist by reason of any act by Wichita, in the operation of any of the water distribution systems covered by this contract, for the failure of water customers served by said distribution systems, or others who contract with Andover for water service, to meet any obligations which exist because of the abovementioned surcharge.

8.4 Wichita shall not be obligated to pay any franchise tax, payment in lieu of tax or any similar transfer of monies to Andover.

Article 9

Emergency Restriction or Interruption of Service

9.1 Wichita hereby agrees to make reasonable efforts to provide adequate water service and pressure pursuant to the terms of this Agreement. However, it is understood and agreed by the parties hereto that the Wichita water supplies might, by reason of unforeseen catastrophe or disaster (commonly called acts of God) or shortage of water, be temporarily restricted or interrupted.

9.2 Restriction or interruption of service to Andover under such conditions or as a result of pipeline failures shall not give rise to any claim on the part of Andover, or customers of Andover, against Wichita. In such cases, Wichita will make reasonable efforts to restore normal water service.

9.3 Wichita agrees that it will not restrict or interrupt water service to Andover pursuant to this Agreement by reason of a shortage of water unless service to Wichita's retail water customers is subject to similar limitations.

Article 10

Agreement Term and Renewal

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10.1 The term of this Agreement shall be twenty (20) years.

10.2 Andover shall notify Wichita before the end of the sixteenth (16th) year of this Agreement as to whether Andover wishes to extend this agreement.

10.3 If Wichita and Andover fail to agree on an extension of this Agreement before the end of the seventeenth (17th) year of this Agreement, this Agreement shall terminate at the end of the twentieth (20th) year.

10.4 In the event this Agreement terminates, Andover shall disconnect its water distribution system from Wichita's pipeline connections no later than one (3) years following expiration of this Agreement. Andover shall develop a mutually agreeable transition plan for this activity.

10.5 In the event this Agreement expires as provided in §10.3 above, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until Andover has actually disconnected from Wichita's water system and Andover has paid all amounts due Wichita under the terms of this Agreement or any amendments thereto.

10.6 This agreement may be terminated by Andover in the event that Wichita is no longer able to provide Andover the minimum water pressure required by State and Federal regulations or in the event that circumstances arise under which the cost to purchase water under the terms of this agreement become economically prohibitive.

Article 11

Notices and Mediation

11.1 All notices required to be given herein shall be in writing and shall be delivered in person or mailed by certified mail to the following addresses:

(a) All notices (including emergencies) to Wichita:

City Clerk
City Hall – 13th Floor
455 North Main
Wichita, KS 67202

Director of Public Works & Utilities
City Hall – 8th Floor
455 North Main
Wichita, KS 67202
Phone: 316-268-4497
Fax: 316-858-7761

(b) All notices to Andover:
City Clerk
Andover City Hall
POB 295 – 1609 E Central
Andover KS 67002

Director of Public Works
Andover City Hall
POB 295 – 1609 E Central
Andover KS 67002
Phone: 316-733-1303
Fax: 316-733-4634

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11.2 In the event negotiation of any terms or conditions takes place between the parties as called for and defined in this Agreement, and if no agreement is reached as a result of such negotiation, the parties hereto agree to attempt mediation. Such mediation shall take place by appointment of an individual mediator chosen from a list of names to be submitted to both parties from the League of Kansas Municipalities or other such entity as may be mutually agreed upon by the parties hereto. Such mediation shall be undertaken by the parties hereto in good faith, but the same shall be non-binding.

Article 12
Cancellation of Water Purchase Contract

12.1 The previous Water Purchase Contract and any and all Amendments or other Contracts would be at an end _____, 2011, replaced by this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be signed by their respective officer duly authorized so to do on the dates set forth below.

THIS AGREEMENT SHALL BE EFFECTIVE on the date first above written and upon execution of each party hereto.

CITY OF ANDOVER

CITY OF WICHITA

Ben Lawrence, Mayor

Carl Brewer, Mayor

ATTEST:

ATTEST:

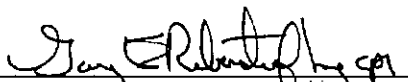
Susan Renner, City Clerk

Karen Sublett, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Norman Manley, City Counsel



Gary E. Rebenstorf, Director of Law

Attachments:

1. Andover Service Area Boundaries(Legal Description)
2. Andover Service Area Map

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City of Wichita
City Council Meeting
November 22, 2011

TO: Mayor and City Council

SUBJECT: Agreement for OneRain – Flood Warning System (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve agreement.

Background: The Public Works & Utilities Stormwater Management Division provides accurate and consistent rainfall, stage and other data on a real time basis to the National Weather Service and to the public to facilitate decision making before, during and after storm events to reduce the risk of property damage, injury and loss of life. Currently, City staff operates and maintains 37 stream and rainfall gauges, 15 stormwater pump stations and one dam. The existing stream and rainfall base application has not met the needs of staff and has poor reliability. The proposed replacement base application is web based, allowing the public, media, County, State and Federal partners; and other City departments to view and analyze real time rain and river levels. The Wichita-Valley Center Flood Control Projects operation and maintenance plan requires City flood control to operate and maintain river elevation data to maintain the necessary accreditation.

Analysis: On October 10, 2011, a Request for Proposal was issued for professional services to install, maintain and support an Automated Local Evaluation in Real Time (ALERT) flood warning system. Three proposals were received and the respondents were interviewed on October 28, 2011. The Staff Screening and Selection Committee selected OneRain based on its extensive experience with ALERT protocol, fee, experience with other municipal governments in Kansas and the Midwest region.

Financial Considerations: Total contract amount is for \$95,140, which includes all equipment necessary to install a City wide flood warning system and 2-day field maintenance training. Funding is available in the Flood Control operating budget.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing the tools necessary to track stormwater rainfall and stream levels throughout the City and county.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

ONERAIN, INC.

for

PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of _____, 2011, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and ONERAIN, INC. party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

Install a Flood Warning System (base station) that is compatible with our existing data acquisition applications. System will allow for data to be shared with the public.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for the installation of the new base station to acquire Automated Local Evaluation in Real Time (ALERT) and to perform the PROJECT tasks outlined in Exhibits A and C.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the Exhibits A and C.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project: Flood Warning System 133224	\$91,140
2 Day Field Maintenance Training	<u>4,000</u>
Total	\$95,140

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.
- If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

ONERAIN, INC.

(Name & Title)

ATTEST:

EXHIBIT “A”

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Stormwater Engineer for the City of Wichita. Project plans shall be prepared per Exhibits A & C.

In connection with the services to be provided, the ENGINEER shall complete the work as specified in the Request for Proposal (Exhibit A):

I. Introduction and Project Overview

The City of Wichita, Public Works & Utilities, Stormwater Management Division, provides accurate and consistent rainfall, stage, and other data on a real time basis in a useful form to city staff, the National Weather Service (NWS), and the public to facilitate decision making before, during, and after storm events to reduce the risk of property damage, injuries, and loss of life.

The City of Wichita (City) is requesting proposals from qualified companies that have extensive experience in the research, development, operation, maintenance and support of Automated Local Evaluation in Real Time (ALERT) data acquisition applications. The City desires to replace its existing flood warning base station, also known as the data collection system with a more robust system that would allow the information acquired from its stream and rainfall stations to be managed through a web interface and shared to public. The primary objective is to make the information more accessible to emergency responders and partners with the City of Wichita, including USGS; US Army Corps of Engineers, Tulsa District; State of Kansas; and Sedgwick County Public Works. The secondary objective is purchase of an acquisition application that is extensively used in the midwest region and is well supported by a team of individuals.

City staff operates and maintains 37 stream and rainfall gauges; 15 stormwater pump stations; and one dam as listed in appendix A. The City desires to ingest data from 21 USGS stream and rainfall gauges and 5 NWS rainfall gauges, also included in appendix A.

The City contracts with USGS annually to complete discharge measurements at up to ten (10) City sites to develop the necessary stage and discharge relationships.

The City will supply critical information in electronic format for each location prior to configuration, including a 2011 aerial image of the site location, sensor ID, sensor type, installation date, top of bank elevation, bottom channel elevation, pressure transducer elevation, site benchmark, flat elevation, top of levee elevation, datum, elevation at the base of the standpipe, standpipe horizontal control in state plane coordinates, flood frequency elevations (2-, 5-, 10-, 50-, 100-, 500-year), flood stages, diversion elevations, historical peak highwater elevation, external URL to USGS/NGS website, and site comments.

II. Scope of Services

The proposed base station shall consist of the following components:

- The application shall be able to ingest data from multiple sources including
 - Local ALERT gauge data
 - Local pump station gauge data via SCADA system
 - Optional Satellite gauge data
 - Optional IP gauge data

- USGS gauge data
- METAR gauge data
- Ability to have data exchange with any number of source and destination systems
- Capabilities to send alarms and notifications
 - Alarms can be sent via text messaging and email to alert staff when thresholds are approaching or reached
 - Alarm rules allow alarms based upon one or more sensors exceeding thresholds
 - Alarming allows monitoring of health of data feeds (if a data feed stops reporting)
 - Alarming allows monitoring of maintenance activities (low batteries, non-reporting sensors)
- Web accessible User Interface
 - User and administrative access to the base stations are be web accessible
 - User access will be login and password controlled.
 - Public web site for the general viewing of real time and historical gauge data, with no log-in requirements
- Map layers and overlays
 - Ability to add map layers and custom maps, including watershed boundaries
 - Ability to create and display rainfall overlays, gridded rainfall calculated using gauge information
 - Ability to display real-time gauge adjusted radar rainfall
- Flood inundation support
 - Ability to display flood inundation overlays
 - Allow users to selectively display flood inundation overlays
 - Automated display of flood inundation layer based upon stage thresholds
 - Ability to limit access to this information to a subset of users
- Historical Data
 - Capabilities to retrieve and archive existing historical data into the base station program, allowing easily retrievable access to that data for future reference. (City will provide the source data files for loading into the base station)
 - Provide capability to load historical data
 - All historical data is available online
- Data Backup
 - Secure offsite facilities to back up Wichita's data in near-real time
 - Automated backup of the database without taking the system offline
- Training and documentation
 - Provide end user, application administration and server administration training

- One year of application maintenance (version upgrades, service packs)
- Reporting
 - Online reporting capability
 - Ability for administrators to define new reports
 - Automated maintenance reports (daily, weekly, monthly)
- Data conversion, validation and editing
 - Support for values derived from Ratings Tables
 - Support values derived from multi-sensor equations
 - Data validation and data quality assignment based upon (min, max, positive delta, negative delta, positive rate of change, negative rate of change)
 - Data editing, with recalculation and revalidation capability
- System redundancy and reliability
 - Primary and Secondary base stations that synchronize in real-time and are capable of taking over for each other should one system become unavailable
- Uses industry standard technologies
 - SQL database
 - Linux and/or Windows
 - HTTP
 - XML
- Optional 24/7 support
- Optional onsite 2-day equipment maintenance training

III. Wichita/Sedgwick County Flood Warning System Deliverables

The Contractor shall provide the following deliverables:

- Primary and secondary base station software
- Installation, configuration, and onsite setup
- Staff training of enterprise base station program for end user, application administrator, and server administrator.

The City is interested in operating the base station through a virtual server environment, which may eliminate the need to provide a secondary base station.

The City desires the configuration of the online site to include a basin rainfall summary report page, including the total rainfall depth in the past 15 min, 30 min, 1 hr, 3 hr, 6 hr, 12 hr, 24 hr, and 48 hr, in addition to having a webpage for each site location.

IV. Schedule

The City requests that the Contractor submit a project schedule that includes the necessary tasks including planning, deployment, and testing, which would facilitate a fully operational base system prior to April 1, 2012.

Exhibit "B"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color,

sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

1. OVERVIEW AND SUMMARY

The City of Wichita (City) has requested proposals from qualified companies that have extensive experience in the research, development, operation, maintenance and support of Automated Local Evaluation in Real Time (ALERT) data acquisition applications.

OneRain has for 20 years been the primary technology and services leader in the ALERT and real-time hydrologic monitoring domain. We have designed and built, evaluated, rehabilitated and maintained real-time monitoring systems for small and large agencies across the U.S. since 1992. We are the software innovators that introduced graphical and map-based user-knowledge interfaces, we led the development and implementation of the new ALERT2 open standard protocol, and we are among a couple pioneers in measuring rainfall using gauge and radar data. We are the first and still only enterprise to provide both licensed software and 24/7-hosted professional services so our customers can operate robust, geographically-distributed environmental monitoring decision support systems cost effectively. We are the leading provider for agencies with critical missions that depend on understanding real-time rainfall and hydrology.

OneRain solutions are designed to hold OneRain and the monitoring systems we support accountable. OneRain customers know at all times that their system is up and running, or that it requires attention.

The City seeks to replace its existing data collection system with a more robust system that would allow the information acquired from its stream and rainfall stations to be managed through a web interface and shared to public. The primary objective is to make the information more accessible to emergency responders and partners with the City of Wichita, including USGS; US Army Corps of Engineers, Tulsa District; State of Kansas; and Sedgwick County Public Works.

OneRain's Contrail®-based solutions have been in use by many agencies for many years for the purposes described in the City's objectives. We serve local, state and federal agencies with solutions that enable either and/or both widespread public access of real-time information and secure information systems for operations, emergency and engineering uses.

The City's secondary objective is to purchase a data acquisition application that is used extensively in the Midwest region and is supported going forward by a solid corporate team.

In the Midwest, Des Moines, IA; Overland Park, KS; Kansas City, MO; Denver Urban Drainage and Flood Control District, Boulder County and City, CO; Tulsa and Stillwater, OK; Papio-Missouri River NRD (Omaha area), NE; all use OneRain's Contrail solutions to perform their critical missions. Other mid-western area agencies are the U.S. Bureau of Reclamation/Bureau of Indian Affairs (USBR/BIA) National Monitoring system (starting in Wisconsin going west to the coast) and various Texas entities including Harris County Flood Control District, Houston, and several river authorities.

It is OneRain's experience as ALERT experts, proven Contrail web-based data collection platform and extensive experience with uses in the Midwest and nationally that make us the best choice for the City of Wichita Public Works & Utilities, Stormwater Management Division, to fulfill their requirements for a Flood Warning System upgrade.

2. EXPERIENCE

OneRain has over 19 years experience implementing projects similar to this. Recently OneRain has implemented 5 Contrail Base Station software installations, and more than 26 Contrail® Web service implementations that all have requirements similar to the City's requirements.

The following public websites are working examples of existing Contrail implementations that are similar to the City of Wichita's requirements:

- <http://napa.onerain.com> – integration of ALERT, METAR, USGS and HADS data sources.
- <http://santabarbara.onerain.com> – integration of ALERT and USGS data sources.
- <http://marin.onerain.com> – integration of ALERT, USGS and TIDES data sources.
- <http://sanjacinto.onerain.com> – integration of ALERT via direct and via OneRain's StormLink™ satellite concentration.
- <http://cc.secondary.onerain.com> – integration of ALERT and USGS data sources, with rainfall overlay.
- <http://alert.hcfcd.onerain.com> – integration of ALERT and multiple agency data sets.
- <http://www.harriscountypws.org> – Web site derived from Contrail Base Station data
- <http://stormwatch.com> – Web site derived from Contrail Base Station data that integrates ALERT and RWIS data.

Contrail® Base Station References

Overland Park, Kansas

ALERT2 Upgrade and Contrail Base Station Implementation

Contact: Daniel Miller

8500 Santa Fe

Overland Park KS 66212

Office Phone: (913) 895-6032

daniel.miller@opkansas.org

Implemented in a dual server arrangement; Contrail Base Station solution with a primary server at City Hall and a backup server at the Fire Station emergency management center. This implementation was done part of an overall ALERT upgrade to support the ALERT2 protocol. This was the first production implementation of an ALERT2-based system.

Clark County, NV – Regional Flood Control District

Contrail Base Station Implementation

Contact: Tim Sutko

600 S. Grand Central Parkway, Ste. 300

Las Vegas NV 89106-4511

Office Phone: (702) 685-0000

tsutko@ccrfed.org

Implemented a dual server Contrail Base Station solution with both servers running at Clark County Regional Flood Control headquarters. These servers collect data from a regional ALERT network consisting of 260 sites and 1093 sensors. They also collect and integrate data from 33 USGS sites and 5 METAR sites. This was the first production Contrail Base Station implementation and has been in production since 2006.

North Carolina Emergency Management FIMAN

Contrail Base Station Implementation

Contact: David Herlong

1830-B Tillery Place

4719 Mail Service Center

Raleigh NC 27699-4719

Office Phone: (919) 715-5711 x107

dherlong@ncem.org

Implemented a dual server Contrail Base Station solution with servers running on virtual machines in two independent data centers owned by the State. These servers collect data from the North Carolina statewide ALERT network consisting of 196 sites and 640 sensors. They also collect and integrate data from 345 USGS sites and 1 METAR site. This system supports the North Carolina Office of Emergency Management.

Nogales – USGS

Nogales Contrail Base Station and Contrail Web Solution with StormLink™ Satellite ALERT Concentrator

Contact: Floyd Gray, USGS

520 N. Park Ave, Suite 221 Mail Stop 973

Tucson AZ 85719

Office Phone: (520) 670-5582

fgray@usgs.gov

As part of a USGS sponsored system with joint agreement with Mexico, OneRain implemented a single server Contrail Base Station installation that will collect ALERT data directly at a Mexico Emergency Operations Center (EOC), with a StormLink™ Satellite ALERT Concentrator to transmit real-time data to OneRain. OneRain hosts a Contrail Web site to make data available to the U.S. agencies required to support the flood warning system (NWS, USGS, NRCS) as well as offer redundancy and back up to the Mexican EOC. These systems collect data from a small ALERT network that spans across the United States-Mexico border.

Harris County, TX Flood Control District (HCFCD)

Regional Flood ALERT System Architecture Project

Contact: Jeff Lindner

9900 Northwest Freeway

Houston TX 77092

Office Phone: (713) 684-4165

jeffrey.lindner@hcfcd.org

OneRain upgraded the Harris County Flood Control District's (HCFCD) regional ALERT network, which included ALERT2 upgrades to the three primary repeater sites in the network, base station upgrade to a three-server Contrail Base Station implementation, and full support for nine (9) partner agencies. This project is still being implemented and is within a couple months of completion. The HCFCD Contrail Base Station can be accessed via the URL <http://alert.hcfcd.onerain.com>.

Contrail® Web References

Aurora, CO, City of – Public Works/Utilities

Contrail Web and StormLink™ Satellite Telemetry

Contact: Alfredo Rodriguez

15151 E. Alameda Pkwy., Ste. 3600

Aurora CO 80012

Office Phone: (303) 739-7334

drodrigu@auroragov.org

Boulder County, CO – Office of Emergency Management (OEM)

Contrail Web using ALERT data

Contact: Merrie Leach

3280 Airport Road

Boulder CO 80301

Office Phone: (303) 441-3647

mleach@bouldercounty.org

Boulder, CO, City of

Contrail Web using ALERT data

Contact: Kim Hutton

Office Phone: (303) 441-3115

1739 Broadway

Ste 402

PO Box 781

Boulder CO 80306

huttonk@ci.boulder.co.us

Bureau of Reclamation (BOR) – Loveland, CO

Contrail Web and StormLink™ Satellite ALERT Concentrator

Contact: Ralph Beall

Office Phone: (970) 962-4200

11056 W. County Road, 18E

Loveland CO 80537

RBeall@usbr.gov

Denver Water

Contrail Web and StormLink™ Satellite Telemetry

Contact: Steve Lohman

Office Phone: (303) 628-5994

1600 W. 12th Ave.

Denver CO 80204

Steve.lohman@denverwater.org

Douglas County, CO – Department of Public Works

Contrail Web and Gage Maintenance

Contact: Garth Englund

Office Phone: (303) 660-7490

100 Third Street, Suite 220

Castle Rock CO 80104

genglund@douglas.co.us

Entergy

Contrail Web and StormLink™ Satellite Telemetry

Contact: Ted Smethers

Office Phone: (501) 844-2162

1282 Rermmel Dam Road

mailing: 141 W County Line Rd

Malvern AR 72104

tsmethers@entergy.com

Howard County, MD – Public Works

Contrail Web using ALERT data

Contact: Rick Powell

Office Phone: (410) 313-6417

Storm Water Management Div.

6751 Columbia Gateway Drive

Suite 514

Columbia MD 21046

rpowell@howardcountymd.gov

Las Virgenes WMD

Contrail Web using ALERT data

Contact: Scott Harris

Office Phone: (818) 251-2100

4232 Las Virgenes Rd.

Calabasas CA 91302

sharris@lvwmwd.com

Los Angeles County, CA – Public Works

Contrail Web with StormLink™ Satellite ALERT Concentrators

Contact: Art Gotingco

Office Phone: (626) 458-6379

900 South Fremont Avenue

Second Floor

Alhambra CA 91803-1331

agotingco@dpw.lacounty.gov

Louisville/Jefferson County, KY – Metropolitan Sewer District (MSD)

Contrail Web with SCADA data acquisition

Contact: Justin Gray

Office Phone: (502) 540-6398

700 West Liberty Street

Louisville KY 40201-7411

gray@msdlouky.org

Marin County, CA

Contrail Web with ALERT data

Contact: Jack Curley

Office Phone: (415) 499-3051

PO Box 4186

San Rafael CA 94913-4186

jcurley@co.marin.ca.us

Napa County, CA – Flood Control District (FCD)

Contrail Web with StormLink™ Satellite ALERT Concentrator

Contact: Richard Thomasser

Office Phone: (707) 259-8657

804 1st Street

Napa CA 94559-2623

rthomasser@co.napa.ca.us

Monterey County, CA – Water Resources Agency

Contrail Web with StormLink™ IP ALERT Concentrator

Contact: Howard Franklin

Office Phone: (831) 755-8902

893 Blanco Circle

Mailing: P.O. Box 930

Salinas CA 93902

franklinh@co.monterey.ca.us

Papio-Missouri River NRD

Contrail Web with ALERT data

Contact: Jay Laseman

Office Phone: (402) 359-5166

8901 South 154th St

Omaha NE 68138-3621

jay.laseman@noaa.gov

Placer County, CA

Contrail Web with ALERT and USGS data

Contact: Andrew Darrow

Office Phone: (530) 745-7541

3091 County Center Drive, Suite 220

Suite 220

Auburn CA 95603

adarrow@placer.ca.gov

Trinity River Authority of Texas – Lake Livingston Project

Contrail Web with ALERT data

Contact: Spencer Karr

Office Phone: (936) 365-2292

P. O. Box 360

Farm Road 1988

Livingston TX 77351

karrs@trinityra.org

Tulsa, OK, City of

Contrail Web with StormLink™ Satellite ALERT Concentrator

Contact: Steve Woodworth

Office Phone: (918) 596-9570

111 S. Greenwood

Tulsa OK 74120

swoodwor@ci.tulsa.ok.us

Washoe County, NV

Contrail Web with ALERT data

Contact: Ed Evans

Office Phone: (775) 850-7465

9390 Gateway Drive

Suite 230

Reno NV 89521-8900

eevans@washocounty.us

AccuWeather Enterprise Solutions (Weather Data, inc.)

Contrail Web

Contact: Mike Smith

Office Phone: (316) 265-9127

msmith@accuweather.com

WEST Consultants, Inc.

Contrail Web with Flood Inundation Mapping

Contact: Dave Curtis

Office Phone: (916) 932-7402

101 Parkshore Drive

Folsom CA 95630-4726

dcurtis@westconsultants.com

San Jacinto River Authority

Contrail Web with StormLink™ Satellite ALERT Concentrator

Contact: Blake Kellum

Office Phone: (936) 588-1111

PO Box 329

1577 Damsite Rd 77304

Conroe TX 77305

bkellum@sjra.net

Santa Cruz County, CA – Flood Control and Water Conservation District

Contrail Web with StormLink™ IP ALERT Concentrator

Contact: Michael Sapunor

Office Phone: (831) 454-3133

701 Ocean Street, Room 410

Santa Cruz CA 95060

michael.sapunor@co.santa-cruz.ca.us

Santa Barbara County, CA – Flood Control District

Contrail Web with ALERT data

Contact: Shawn Johnson

Office Phone: (805) 568-3452

123 E. Anapamu St.

Santa Barbara CA 93101

sjohnso@cosbpw.net

3. PROJECT TEAM

The following team organization, depicted in figure 1, will support this contract. All members are located in Longmont, CO, and will travel to Wichita for specific installation and training tasks.

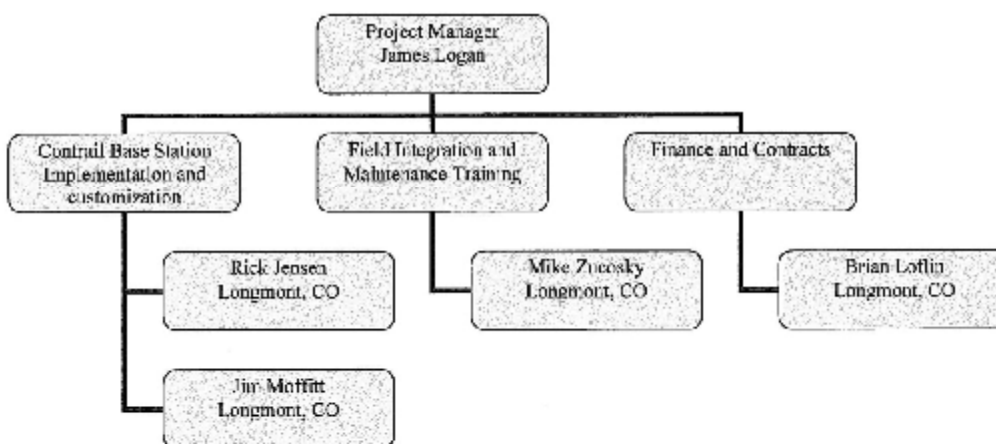


Figure 1 Project Organization Chart

The following are key staff members who will play lead roles with respect to this project. Here we provide brief resumes. Detailed resumes of these project members and their supporting staff members are attached to this proposal.

James Logan, project manager and QA/QC, is OneRain's President and Chief Operating Officer. In addition to being responsible for the operation of the company, as COO he is responsible for the Data Services, Field Services, and Environmental Radar Rainfall. Mr. Logan oversees the development and delivery of all OneRain services. With expertise in geophysics and computer science, Mr. Logan has been designing, building, and operating software systems in the environmental, telecommunications, defense, and healthcare industries since 1986. Mr. Logan will be OneRain's Project Manager for Wichita. He will also be responsible for overseeing all QA/QC aspects of the project.

Rick Jensen, Sr. Software Engineer, with OneRain since 2000, is the architect, developer of the Contrail Web user interface and Database Administrator (DBA). Rick has been doing software development for the Hydrology domain for the last 12 years. He will lead the base station implementation.

Jim Moffitt, Data Services, is OneRain's Director of Software and Data Services. With OneRain since 1999, he is the lead developer of OneRain data collection and rainfall analysis components. Mr. Moffitt is an expert at science-based software development including environmental monitoring, groundwater, water resource and heat transfer

modeling, and numerical methods. Jim will lead the OneRain team in performing rainfall analysis and software customizations.

Mike Zucosky, Field Services, is OneRain's Manager of Field and Integration Services. Mr. Zucosky has expertise in project management including planning, organizing, and implementation of multi-phase, long-term assignments that require personal initiative from investigation through completion. Mike has managed installation and maintenance operations of flood alert systems. He will lead all Field Integration and provide field system maintenance training, if required.

Brian Lofflin, Director of Finance for OneRain. Brian will handle contracts, invoicing and billing for this project.

4. PROJECT UNDERSTANDING AND APPROACH

The approach we will take is to perform a standard Contrail® Base Station installation and get the standard ALERT, USGS and METAR data feeds up and running. The standard implementation directly addresses all of the requirements specified for the base station software, except the SCADA system interface and the flood inundation mapping capabilities. Once the system is collecting and displaying newly collected data, OneRain will enhance the system by developing and implementing configurations that are custom for the Wichita installation.

- 1) Information Gathering (Wichita specific information for base station implementation)
 - a. Extract ALERT site and sensor metadata from DataWise
 - b. Identify USGS sites
 - c. Identify METAR sites
 - d. Get map boundary information
 - e. Identify server configuration and location (server vs. virtual machine)
 - i. IP addresses, open firewalls
 - f. Identify look and feel colors and logos
- 2) Load Contrail Software onto Servers
 - a. Load standard Contrail Base Station software modules
 - i. Database
 - ii. Web Software
 - iii. Data Services Modules (timeout, ALERT, revalidation)
 - iv. ALERT data collector
 - v. USGS and METAR data agents
 - vi. Data Exchange API
- 3) Configure Wichita Specific Client Websites
 - a. Create and install maps
 - b. Setup ALERT data collection
 - i. Configure ALERT sites and sensors
 - ii. Enable ALERT IP Collector
 - iii. Verify ALERT data collection
 - c. Setup USGS data collection
 - i. Configure USGS sites and sensors
 - ii. Enable USGS data agent
 - iii. Verify USGS data collection
 - d. Setup METAR data collection
 - i. Configure METAR sites and sensors
 - ii. Enable METAR data agent
 - iii. Verify METAR data collection
 - e. Configure Wichita Specific Look and Feel
- 4) Historical Data Load
 - a. Export historical data from DataWise into flat files
 - b. Process historical data into standard formats for loading
 - c. Load data into Contrail historical data tables

- d. Verify historical data load
- 5) Training on new software
 - a. Administrator Training
 - b. Server Admin Training
 - c. End User Training

Additional Steps for Wichita customization:

- 6) Develop SCADA System data collection interface
 - a. Establish contact with SCADA system operators
 - i. Determine data export or API capabilities
 - ii. Gather site and sensor metadata
 - b. Configure SCADA sites and sensors
 - c. Configure SCADA data export/API
 - d. Develop SCADA ingest software
 - e. Install and test SCADA software collector
 - f. Verify SCADA data collection
- 7) Flood Inundation Mapping Configuration
 - a. Load inundation maps for initial pilot location
 - b. Develop Alarm Action module for controlling visible inundation layer
 - c. Configure pilot alarms
 - d. Verify inundation real-time control
 - e. Load additional inundation maps
 - f. Configure additional alarms for inundation display control

5. SCHEDULE

The City has outlined their goals for the project in the Scope of Services section of the RFP. We have taken this requested scope, along with the targeted timelines, and created a preliminary Project Plan. It is this Plan that we have costed in the Cost Proposal section. The Plan is depicted in Gantt chart format in Figure 2, below.

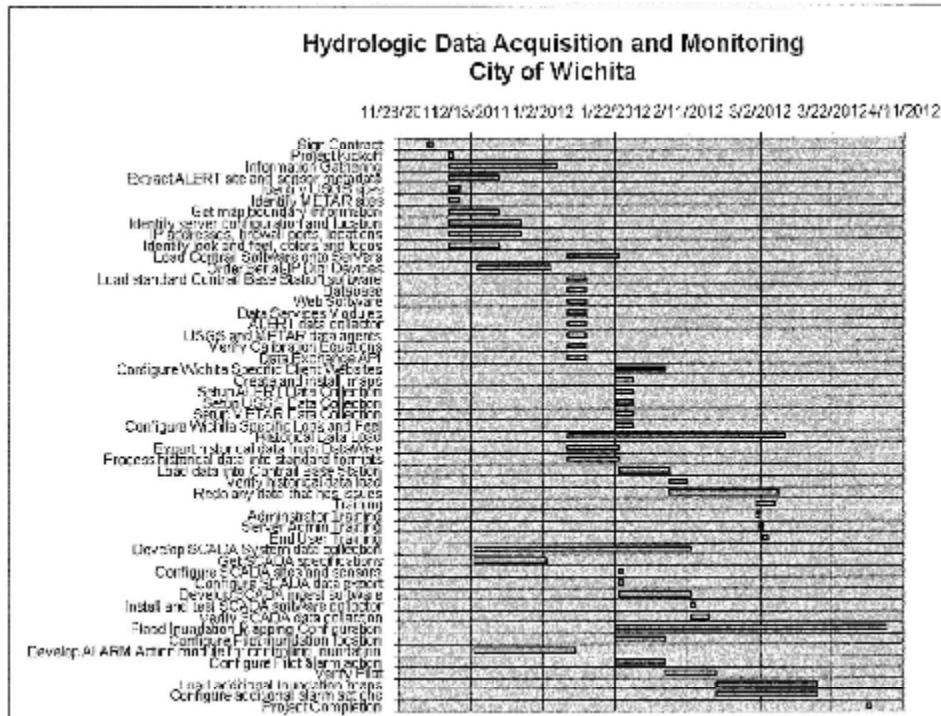


Figure 2. Preliminary project plan based on RFP Scope of Services and stated timeline.

This schedule is based on the assumption that the contract is signed by the beginning of December, and that project kickoff is December 7th. The project will be completed by the April 1 deadline with the only schedule risk being the development and installation of inundation maps. We aren't aware of the current state of the inundation maps, and there is GIS support required from the City to help us by formatting the maps for installation into Contrail Web. Should the project kickoff be later than December 7th, then the schedule of the overall project will be later. OneRain can work with the City to ensure the key pieces needed for operation are in place by the April 1 deadline.

6. STAFF HOUR ESTIMATE AND FEE

The following table outlines the licenses and fees associated with the implementation of the core requirements for this project.

Item	Qty	Hrs	Individual Price	Total	Subtotal	Recurring Fee ¹
New Software Licenses					\$40,000	\$10,000
Primary Contrail Base Station ¹	1		\$20,000	\$20,000		
Secondary Contrail Base Station ¹	1		\$20,000	\$20,000		
Hardware					\$ 5,600	
Base Station Server	2		\$ 2,800	\$ 5,600		
Installation²					\$18,480	
Server Base Install	2	32	\$ 110	\$ 7,040		
Wichita Website	1	8	\$ 110	\$ 880		
Download of Historical Gauge Data	1	56	\$ 110	\$ 6,160		
On-site Installation	2	20	\$ 110	\$ 4,400		
Training³					\$ 7,000	
3 Day Training (including travel and training prep)	1		\$ 7,000	\$ 7,000		
Customization					\$20,060	
Develop SCADA interface	1	60	\$ 135	\$ 8,100		
Install and configure Flood Inundation layers	1	40	\$ 110	\$ 4,400		
Control Map Inundation	1	56	\$ 135	\$ 7,560		
Total					\$91,140	\$10,000

Table 1 – RFP Pricing

¹ The Annual Technical support and maintenance for the primary and secondary software licenses (imposed after the first year) is 25% of the list price.

² Price proposal includes two trips by OneRain staff to the State; one for the entire installation and final configuration and the second to conduct training and any follow-up.

Table 2, below, contains unit costs for Project labor. Any project efforts that have not been unit-costed can be built up from these labor rates. Other as-yet-uncosted projects will be quoted on a time-and-materials basis, if appropriate.

Staff Level	Hourly Rate
Technician	\$ 90
Professional/Software Services	\$ 110
Senior Professional/Programming	\$ 135
Project Management	\$ 150
Principal	\$ 180

Table 2. Labor Rates

The following optional components, in Table 3 below, for this project are priced as:

Item	Qty	Hrs	Individual Price	Total	Subtotal	Recurring Fee ¹
Optional Support 7/24					\$18,000	\$18,000
Annual Optional	1		\$18,000	\$18,000		
Optional Training²					\$ 4,000	
2 Day Field Maintenance Training (including travel and training prep)	1		\$ 4,000	\$ 4,000		
Total					\$22,000	\$18,000

Table 3 - Optional Pricing

Terms and Conditions

The above pricing assumes annual subscription/maintenance fees are paid in advance. Pricing is valid for a period of 90 days and may be extended at OneRain's discretion. Unless expressly agreed to in writing by both parties in advance, OneRain's standard Net 30 payment terms will apply to all sales. Finance charges are accrued on past due invoices at a rate of 18% per annum.

October 20, 2011

CITY OF WICHITA, KANSAS

REQUEST FOR PROPOSAL NUMBER FP130085

ADDENDUM # 1

PUBLIC WORKS & UTILITIES DEPARTMENT/STORM WATER DIVISION

Professional Services for a Flood Warning System

DUE DATE: FRIDAY, OCTOBER 21, 2011 AT 3:00 P.M.

The following item has been added to the specifications and made a part of this proposal.

Attached Q&A

Each vendor is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to this proposal.

Melinda A. Walker
Purchasing Manager

The undersigned acknowledges receipt of this Addendum and the proposal submitted herewith is in accordance with the information, instruction and stipulations set forth herein

10-21-2011
Date

OneRain, Inc
Company Name
[Signature]
Signature of Company Representative
James Logan
Print Name of Company Representative
President and COO
Title

Questions & Answers

1. What is the SCADA software used to collect the SCADA data?

The City of Wichita Stormwater SCADA system is Wonderware, Intouch 9.5.002 (workstations), CITRIX Intouch Terminal Services is running 10.0 SP2, and the Wonderware Historian is SQL 2000 running InSQL 9.0.002. The City plans to upgrade Wonderware Intouch to 10.1 SP3 and Historian 10.0 SP1, with SQL 2005 or 2008.

2. Is the SCADA data currently being collected by the existing DataWise platform?

The City's existing flood warning system application, "Datawise" does not collect the pump station (SCADA) pressure transducer reading elevations.

3. Is the SCADA system on network that allows the ability to transmit the data to the new Base Station Solution?

a. Does the SCADA software have the capability to export data in real-time?

It is uncertain at this time on if the stormwater SCADA Wonderware historian or client can export the desired data in real-time. The City is open for suggestions, including the system base application reading the historian server data once a day.

b. Does the SCADA platform have an API for accessing the data?

The City is uncertain if Wonderware Intouch has an API, the vendor will need to contact Wonderware. The cost to import or view the SCADA data should be considered as a separate and optional fee in the proposal.

4. The statement "The City is interested in operating the base station through a virtual server environment, which may eliminate the need to provide a secondary base station.", Is the city considering one of the three options

a. Running both primary and secondary on their own base station computers

b. Running the primary on a base station computer, and running their secondary on their own virtual environment.

c. Running both primary and secondary in separate virtual environments

d. Running a primary computer base station, but outsourcing the secondary to be run as a service by the base station service provider.

e. A different configuration than described above.

The City is planning to operate one base station on a virtual server, with the data being collected backed up daily on a separate server. In the event the virtual server hosting the base station fails, the application will be replicated on another virtual server within seconds of the failure.

5. For providing the capability to load historical data

a. Will this be performed as a separate effort outside of this RFP?

b. If it is part of this RFP, How many systems have historical data? For how many sensors? For how many years?

c. Does this also include loading logger or spreadsheet data?

The City expects only the historical data from the City owned stream and rainfall gauges to be imported as part of this project. The current historian has reliable stored data beginning from approximately August 2009. Each City rainfall site has two sensors, rainfall and battery voltage. Each City stream and rainfall site has three sensors, rainfall, battery voltage, and water surface elevation. The loading of the historical data will not be from logger or from spreadsheets, all data will be imported from the SQL servers flat file/historian for each sensor. A separate project outside of the scope of this RFP would be required to attempt to adjust the historical rainfall or stream stage data for locations using the logger data prior to August 2009. Below is the installation dates for each site:

City of Wichita, Stream & Rainfall Gauges

- 110, PS #5*, 1996
- 120, PS #6*, 8/12/2002
- 130, PS #2*, 6/12/2000
- 140, PS #3*, 6/12/2000
- 150, Gypsum Creek @ S Oliver, 9/20/2002
- 160, Calfskin Creek @ 119th St W, 5/8/2003, Removed 2/22/11
- 170, Gypsum Creek @ E Kellogg, 11/8/2005
- 180, PS #7*, 1/4/2006, Removed 4/28/2010
- 190, PS #8*, 1/4/2006
- 200, Goddard Maintenance Yard*, 11/3/2000
- 220, St. Mary's Church*, 11/14/2000
- 240, Andale County Yard*, 3/20/2001
- 260, Cowskin Creek @ 167th St W, 11/16/2000
- 280, North Dry Creek of Cowskin Creek @ 167th St W, 11/14/2000
- 300, PS #9*, 2006/07??
- 320, Middle Fork Chisholm Creek @ 45th St N, 8/23/2007
- 340, Wichita Drainage Canal @ Pawnee**, 10/26/2007
- 360, Main Branch Chisholm Creek @ 61st St N, 11/6/2007
- 380, West Branch Chisholm Creek @ 61st St N, 2007??
- 400, PS #4*, 4/23/2009
- 420, Westlink Ditch @ Westfield, 11/12/2009
- 440, Cowskin Creek @ Hoover, 1/22/2010
- 460, Gypsum Creek @ Hillside, 2/25/2010
- 480, Dry Creek of Gypsum Creek @ Lincoln, 3/24/2010
- 500, Dry Creek of Gypsum Creek @ Pawnee, 3/23/2010
- 520, East Branch of Gypsum Creek @ E Douglas, 5/14/2010
- 540, Main Branch Chisholm Creek @ N Oliver, 8/6/2010
- 560, Armour Branch of Gypsum Creek @ Lincoln, TBD
- 580, Fabrique Branch of Gypsum Creek @ E Harry, 8/13/2010
- 600, Calfskin Creek @ W Kellogg, 8/30/2010
- 620, PS #12, Cadillac Lake, 10/20/2011
- 640, PS #13, Cadillac Lake, 10/20/2011
- 660, PS #14*, 4/18/2011
- 4000, PS #11, Pleasant Valley Tributary & Chisholm Floodway Diversion, 1996??
- 5000, Big Slough South @ Meridian, 8/20/2010
- 5020, Big Slough South @ Broadway, 8/19/2010
- 5040, Big Slough South @ Hydraulic, 8/19/2010

*Rainfall gauge only

** Water surface elevation gauge only

6. Are you looking for the system to be a real-time monitoring system which simply reports current water levels or are you looking for a forecasting system with a hydraulic modeling component? We are seeking a system application that reports, manages and stores ALERT real time stream and rainfall data. We are not seeking weather forecasting as the primary objective. We desire that the system would be able to support or interface with watershed mapping that could display inundation areas based on the real-time gauge data.

7. If the later, do you currently have a calibrated model or would one have to be developed as part the warning system?

The City of Wichita is in the process of developing calibrated hydraulic watershed modeling, but none are available at this time.

8. Does the City have an allocated budget to implement this project? If so, what is the budgeted amount?
The funding for this project will be paid out of the division's operating budget, an official project budget has not been established.
9. Does the City of Wichita have a contract with a company to provide real-time gauge adjusted radar rainfall?
The City of Wichita does not have a contract with a company that provides real-time gauge adjusted radar rainfall.
10. Have the flood inundation maps been created?
The flood inundation maps have not been created, however work has been completed using ArcGIS ground surface data combined with calibrated HEC-RAS modeling to produce flooded areas using gauge height data.
11. What is the format of the flood inundation maps?
The City does not have a specified format for the flood inundation maps. We desire the web based application to be capable of displaying the inundation areas through the aide of the collected ALERT gauge data. Inundation mapping is the least critical feature being requested through this RFP.

City of Wichita
City Council Meeting
November 22, 2011

TO: Mayor and City Council Members

SUBJECT: Supplemental Design Agreement No. 2 for the 29th Street North Improvement, between Ridge and Hoover (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve Supplemental Agreement No. 2.

Background: On August 19, 2008, the City Council approved an Agreement with Baughman Company, P.A. (Baughman) to prepare design concepts for the improvement of 29th Street North, between Ridge and Hoover. On June 7, 2011, the City Council approved Supplemental Agreement No. 1 with Baughman to prepare construction plans upon completing the design concepts. However, this supplemental did not include water line improvements due to budget concerns.

Analysis: The overall project budget has been re-evaluated based on current cost information, and future proposed development north and east of 29th and Hoover will require water supply. Supplemental Agreement No. 2 will provide for the design of approximately 800 linear feet of pipe, including extension of the existing 24 inch line to the north, and the existing 16 inch line to the east. This task will require additional field survey data.

Financial Considerations: Payment to Baughman for Supplemental Agreement No. 2 is on a lump sum basis of \$4,200 and will be paid by Water Utility funds. With this supplemental agreement, the total design fee for the 29th Street improvement is \$330,700.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving a street in an important transportation corridor.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED **AUGUST 19, 2008**
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
BAUGHMAN COMPANY, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated **August 19, 2008**) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to 29th Street North, Ridge to Hoover (Project No.472-84691)

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Water Line Extension for 29th Street North, Ridge to Hoover

Extending approximately 800 linear feet of pipe, including the 24 inch pipe to the north on the east side of Hoover, and the 16 inch line to the east on the south side of 29th. This task will require additional field survey data to the north.

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$4,200.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2011.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

(Name and Title)

ATTEST:

City of Wichita
City Council Meeting
November 22, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 3 – St. Francis Improvement, between Douglas and 2nd Street (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On August 16, 2011, the City Council approved a construction contract with Cornejo & Sons, Inc. to improve St. Francis, between Douglas and 2nd Street, including the intersections at 1st and 2nd Streets. The existing pavement is asphalt on old brick pavers. The planned improvement includes milling the asphalt pavement and overlaying the old brick pavers with new asphalt pavement. However, the milling process at 2nd Street has revealed an asphalt layer that is thinner than expected. As a result, the existing pavement and bricks should be removed and replaced with new full depth asphalt pavement. Also, the existing traffic signal conduits were found to be higher than expected and need lowering to clear new intersection pavement.

Analysis: The additional work includes: 660 square yards of asphalt pavement, 200 square yards of concrete base, and adjustment of existing traffic signal conduits.

Financial Considerations: The total cost of the additional work is \$35,068, with the total paid by General Obligation bonds. The original contract amount is \$1,522,043. This change order plus previous change orders represents 3% of the original contract amount. Funding is available in the project budget.

Goal Impact: The project addresses the Core Area and Neighborhood goal by improving a street in conformance with the Downtown Master Plan.

Legal Considerations: The Law Department has approved the change order as to form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 3 and authorize the necessary signatures.

Attachments: Change Order No. 3.



To: Cornejo & Sons LLC
Change Order No.: 3
Purchase Order No.: 130627
CHARGE TO OCA No.: 707027

Project: St. Francis, Douglas to 2nd Street
Project No.: 472-84920
OCA No.: (707027/636249/620576)
PPN: 210492/771636/661692

Please perform the following extra work at a cost not to exceed \$35,067.86

Additional Work: Remove existing asphalt/brick pavement on 2nd Street from Station 48+20 to 49+36. Replace with 6" Asphalt on a 6" reinforced crushed rock base. Remove and replace 62 lf of C&G on 2nd Street from Station 48+10.75 to 48+72.75. Install an additional 200 SY of Concrete base on St. Francis. Lower existing electrical conduits in 2nd Street/St. Francis Intersection. Install new light pole foundations.

Item #1 – During installation of the WL and SS line, it was determined that the existing pavement did not have a solid enough concrete base. The concrete base under the brick was either crumbling or non-existent. Additional asphalt pavement will be a measured quantity as needed to complete work.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707027) - OVERRUN				
Concrete &/or Asphalt Pavement Removal	Bid	330.72 SY @	5.00 =	\$1,653.60
Crushed Rock Base 6", Reinforced	Bid	391.72 SY @	7.50 =	\$2,937.90
Charge to OCA (707027) - UNDERRUN				
AC Pavement Milling	Bid (313.07) SY	@ 2.00 = (\$626.14)		
AC Pavement 2" (BM-2, PG 70-28)	Bid (460.00) SY	@ 8.00 =		(\$3,680.00)
Charge to OCA (707027) - ADD				
AC Pavement 6"	Negot'd 660.00 SY	@ 20.00 =	\$13,200.00	

Item #2 – Plans call to leave an existing 62 lf of C&G on the south side of 2nd Street. This existing C&G was in bad shape and was not going to transition into our new modified C&G very well.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707027) - OVERRUN				
Concr. C&G, Comb. Type 1 Mod. (6" & 1-1/2")	Bid	62 lf @	13.00 =	\$806.00

Item #3 – After installing the new C&G on St. Francis, it was determined that sections of existing brick needed removed to prevent having to mill them. Contractor will remove and replace any sections that require the brick to be milled.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707027) - OVERRUN				
Concrete Base 6" Reinforced, Rem and Repl	Bid	200 SY @	62.00 =	\$12,400.00

Item #4 – Existing traffic signal/electrical conduits in the 2nd Street/St. Francis intersection are too high and needed adjusted. Contractor will lower conduits as needed to clear the new concrete pavement.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707027) - ADD				
Adjust Electrical Conduits	Negot'd	1 LS @	5,890.00 =	\$5,890.50

Item #5 – Plans call for the City of Wichita to provide the 4 special S1 lights for the crosswalk at station 104+10 on St. Francis. However, the standard pole foundations used on City lights does not work with these lights. The contractor is to supply/install 4 Chance T112-0338 foundations and return 4 Chance SA11242NG4VP to the City.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (707027) - ADD				
New S1 light pole foundations	Negot'd	1 LS @	2,486.00 =	\$2,486.00

Total = \$35,067.86

CIP Budget Amount: \$2,397,500.00 (707027)	Original Contract Amt.: \$1,522,042.50
Consultant: PEC	Current CO Amt.: \$35,067.86
Exp. & Encum. To Date: \$1,699,082.89 (707027)	Amt. of Previous CO's: \$11,119.00
Total of All CO's: \$46,186.86	
CO Amount: \$35,067.86 (707027)	% of Orig. Contract / 25% Max.: 3%
Unencum. Bal. After CO: \$663,349.25 (707027)	Adjusted Contract Amt.:

Recommended By: Approved:

 Greg Baalman, P.E.
 Construction Engineer

 Date

 Jim Armour, P.E.
 City Engineer

 Date

Approved: Approved

 Contractor
 Director of Public Works & Utilities

 Date

 Alan King

 Date

Approved as to Form:

By Order of the City Council:

 Gary Rebenstorf
 Director of Law Mayor

 Date

 Carl Brewer

 Date

Attest: _____
 City Clerk

CITY OF WICHITA
City Council Meeting
November 22, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of Land at 14801 West Kellogg for the West Kellogg Freeway Project (Districts IV and V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On January 6, 2009, the City Council approved the design concept for the Kellogg Freeway, between 111th Street West and 143rd Street West. The proposed improvements include widening the freeway from two lanes in each direction to three lanes in each direction, frontage roads, and grade separation at 119th Street West and 135th Street West. There are 43 tracts which will be impacted by the project. The properties consist of single-family residences, commercial properties, vacant land, and billboards. The property located in the 14801 West Kellogg is zoned and improved for commercial use. The property is improved with a manufacturing and distribution facility. The improvements are not directly impacted by the project however; there is a chain link fence, sign, landscaping, and water well within the proposed right-of-way. The project requires an 85 foot wide strip of land along the existing right-of-way line together with access control to Kellogg. The proposed acquisition area consists of 60,548 square feet, or 1.39 acres.

Analysis: The owner rejected the appraised offer of \$145,000, or \$2 per square foot for the land and \$24,000 for costs to cure. After negotiation, the owner agreed to accept \$254,456, or \$3.75 per square foot, \$24,000 for costs to cure, and \$3,400 to drill a replacement water well. The unit value of \$3.75 per square foot is within the range of the comparable sales in the area. Settlement at \$254,456 avoids the risk associated with eminent domain and saves the associated administrative costs and the time involved in the process.

Financial Considerations: A budget of \$257,956 is requested. This includes \$254,456 for the acquisition and \$3,500 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and, State and Federal grant funds administered by the Kansas Department of Transportation.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the Budget, approve the Real Estate Purchase Agreement and authorize the necessary signatures.

Attachments: Aerial map, real estate purchase agreement and tract map.

PROJECT: West Kellogg DATE: October 25, 2011
COUNTY: Sedgwick TRACT NO.: 39

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 25th day of October, 2011, by and between

United Auto Parts, Inc.

14801 W. US Highway 54, Wichita, KS 67209

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" and "B" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:

60,548.40 (Sq. Ft.)

\$ 227,056.50

Temporary Easement for construction:

N/A (Sq. Ft.)

\$ N/A

Cost to Cure:

Relocate 2-post sign, replace fence and
replace well

\$ 27,400.00

Improvement & Buildings acquired with right of way:

Fence and Well

TOTAL: \$ 254,456.50

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out. It is understood and agreed that the above stated consideration for said real estate is contingent upon approval by the Wichita City Council.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: 

Jerry Livingston, President of
United Auto Parts, Inc.

THE CITY OF WICHITA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

United Auto Parts, Inc.

If mortgage or other liens, show names of holders:

None

REMARKS:

PIN/APN 147350220100100
Security Title File Number 2002298

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

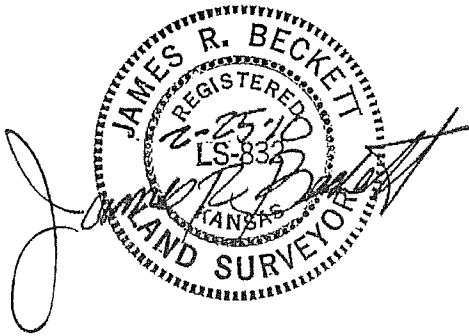
RECOMMENDED BY:

Project Manager

EXHIBIT A

Tract #39A – D-53972
United Auto Parts, Inc.

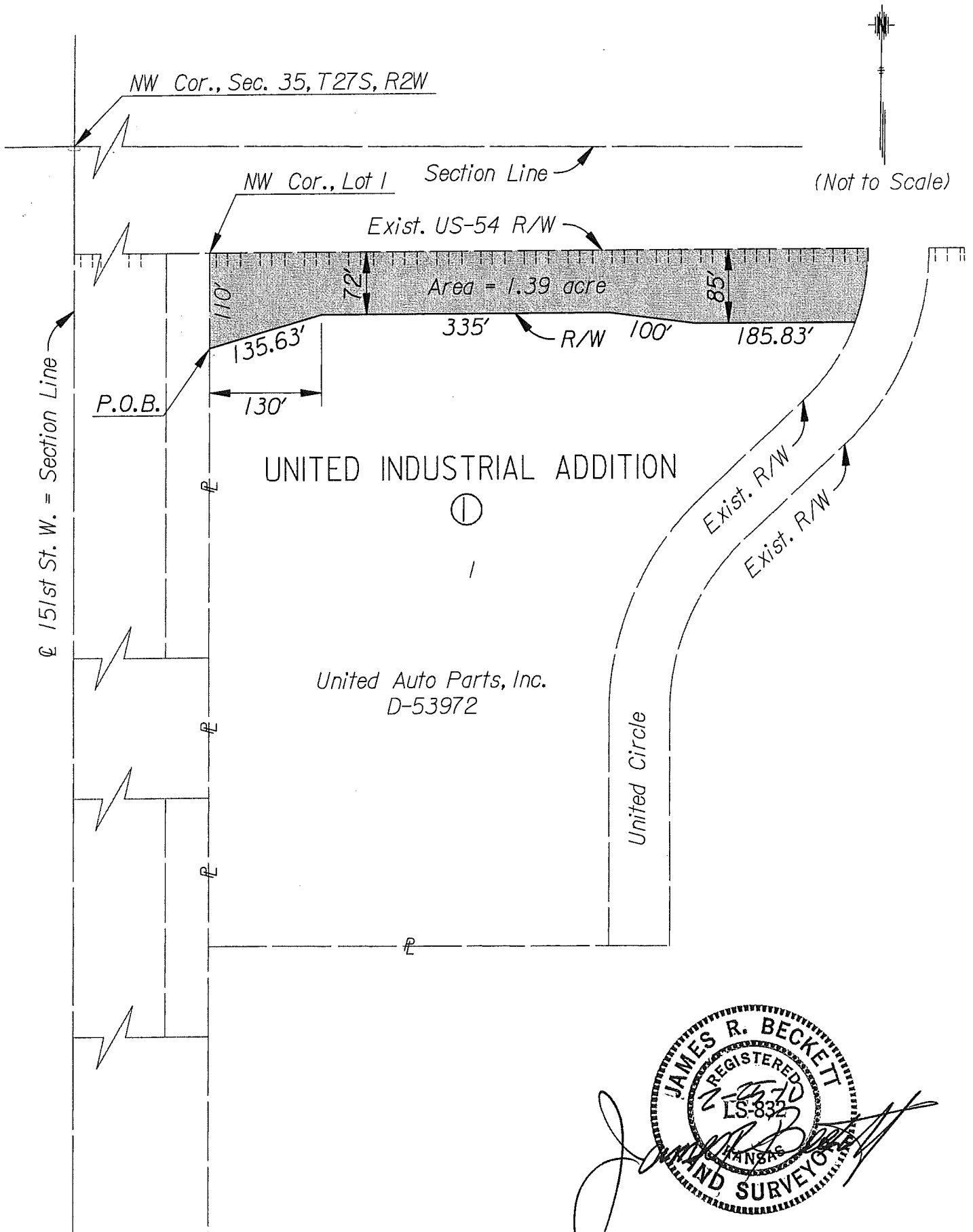
That part of Lot 1, Block 1, United Industrial Addition to Sedgwick County, Kansas, lying North of a line described as follows: Beginning at a point on the West line of said Lot 1 and 110 feet South of the Northwest Corner of said Lot 1; thence Northeasterly for a distance of 135.63 feet to a point 72 feet South of the North line of said Lot 1 and 130 feet East of said West line of said Lot 1; thence East, parallel with said North line of said Lot 1, a distance of 335 feet; thence Easterly for a distance of 100 feet to a point 85 feet South of said North line of said Lot 1; thence East, parallel with said North line of said Lot 1, a distance of 185.83 feet more or less to a point on the East line of said Lot 1, said point being on the West right-of-way line of United Circle, containing 1.39 acres more or less.



Tract #39B - D-53972
United Auto Parts, Inc.
All Right of Access

All right of access to and from the abutting public roadway over and across a line in Lot 1, Block 1, United Industrial Addition to Sedgwick County, Kansas, described as follows: Beginning at a point on the West line of said Lot 1 and 110 feet South of the Northwest Corner of said Lot 1; thence Northeasterly for a distance of 135.63 feet to a point 72 feet South of the North line of said Lot 1 and 130 feet East of said West line of said Lot 1; thence East, parallel with said North line of said Lot 1, a distance of 335 feet; thence Easterly for a distance of 100 feet to a point 85 feet South of said North line of said Lot 1; thence East, parallel with said North line of said Lot 1, a distance of 185.83 feet more or less to a point on the East line of said Lot 1, said point being on the West right-of-way line of United Circle.





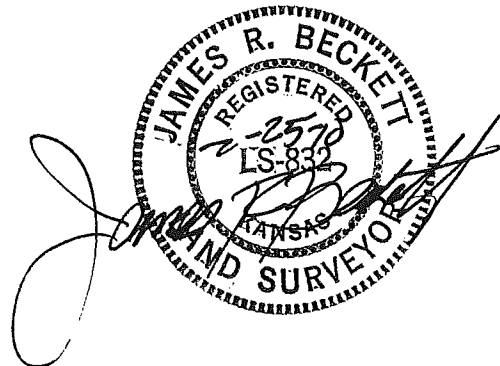
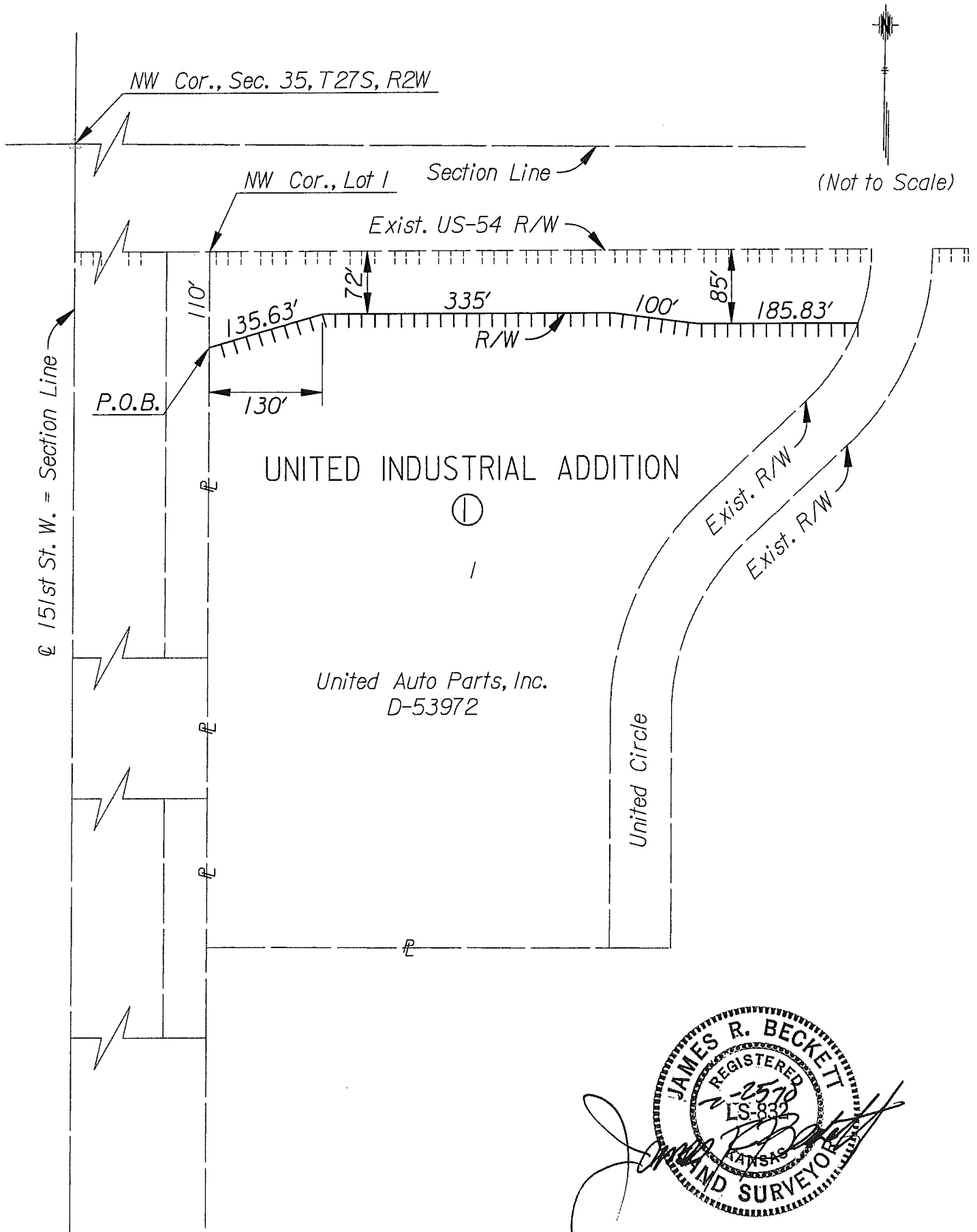
JAMES R. BECKETT
REGISTERED
LS-832
KANSAS
LAND SURVEYOR

Tract #39A – D-53972
United Auto Parts, Inc.

That part of Lot 1, Block 1, United Industrial Addition to Sedgwick County, Kansas, lying North of a line described as follows: Beginning at a point on the West line of said Lot 1 and 110 feet South of the Northwest Corner of said Lot 1; thence Northeasterly for a distance of 135.63 feet to a point 72 feet South of the North line of said Lot 1 and 130 feet East of said West line of said Lot 1; thence East, parallel with said North line of said Lot 1, a distance of 335 feet; thence Easterly for a distance of 100 feet to a point 85 feet South of said North line of said Lot 1; thence East, parallel with said North line of said Lot 1, a distance of 185.83 feet more or less to a point on the East line of said Lot 1, said point being on the West right-of-way line of United Circle, containing 1.39 acres more or less.



Tract #39B - D-53972
All Right of Access



Tract #39B – D-53972
United Auto Parts, Inc.
All Right of Access

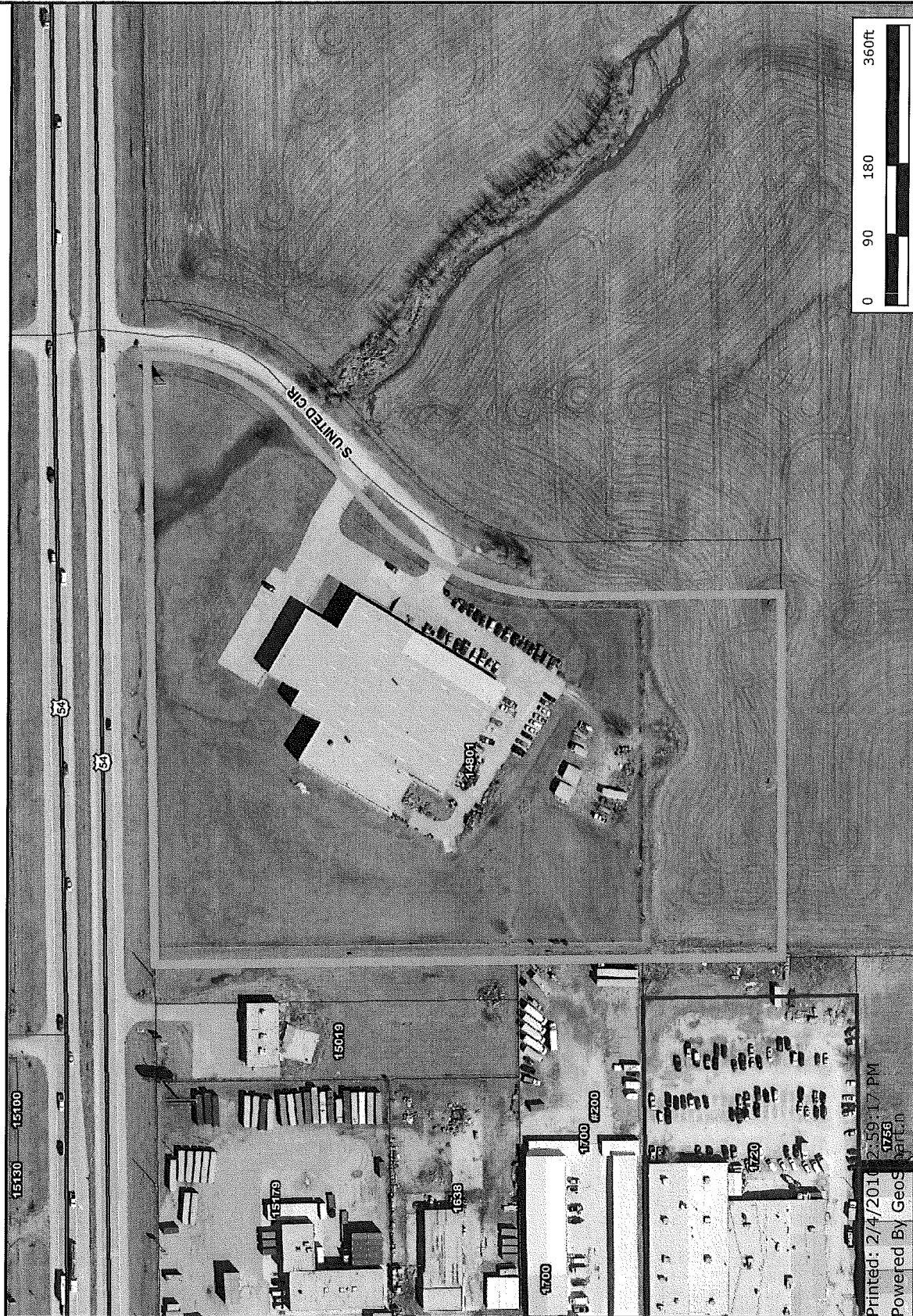
All right of access to and from the abutting public roadway over and across a line in Lot 1, Block 1, United Industrial Addition to Sedgwick County, Kansas, described as follows: Beginning at a point on the West line of said Lot 1 and 110 feet South of the Northwest Corner of said Lot 1; thence Northeasterly for a distance of 135.63 feet to a point 72 feet South of the North line of said Lot 1 and 130 feet East of said West line of said Lot 1; thence East, parallel with said North line of said Lot 1, a distance of 335 feet; thence Easterly for a distance of 100 feet to a point 85 feet South of said North line of said Lot 1; thence East, parallel with said North line of said Lot 1, a distance of 185.83 feet more or less to a point on the East line of said Lot 1, said point being on the West right-of-way line of United Circle.





United Auto Parts Inc.

D-53972



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
November 22, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of Access Control at 15309 Woodbine for the West Kellogg Freeway Project (Districts IV and V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On January 6, 2009, the City Council approved the design concept for the Kellogg Freeway, between 111th Street West and 143rd Street West. The proposed improvements include widening the freeway from two lanes in each direction to three lanes in each direction, frontage roads, and grade separation at 119th Street West and 135th Street West. There are 43 tracts which will be impacted by the project. Included in this list is 15309 Woodbine. The parcel is improved with a single-family residence.

Analysis: The project requires access control along the south side of the property. The proposed access control was valued at \$250. This amount was offered to the owner and accepted.

Financial Considerations: A budget of \$350 is requested. This includes \$250 for the acquisition, and \$100 for the administrative costs. The funding source is Local Sales Tax (LST) and, State and Federal grant funds administered by the Kansas Department of Transportation.

Goal Impact: The acquisition of this property is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the Budget, approve the Real Estate Purchase Agreement and authorize the necessary signatures.

Attachments: Aerial map, tract map, and real estate purchase agreement.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2011 by and between Daniel and DeeAnn Kasprick, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer, by a good and sufficient warranty deed, the following described real property, situated in Sedgwick County, Kansas, to-wit:

All right of access to and from the abutting public roadway over and across a line in Lot 2, Block 3, Tapestry Meadows Second Addition to Sedgwick County, Kansas described as follows; Beginning at the Southeast Corner of said Lot 2; First Course, thence North along the East line of said Lot 2 to the Northeast Corner of said Lot 2.
2. The Buyer hereby agrees to purchase and pay as consideration for the conveyance Two Hundred Fifty Dollars (\$250).
3. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
4. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before October 30, 2011.
5. Possession to be given to Buyer at closing.
6. Closing costs shall be paid 100% by Buyer and 0% by Seller.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Daniel Kasprick

DeeAnn Kasprick

BUYER:

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E Rebenstorf, Director of Law

Tract #45 - D-53462
All Right of Access



(Not to Scale)

Woodbine Ln.

Exist. R/W

NE Cor.
Lot 2

TAPESTRY MEADOWS SECOND

③

Daniel & DeeAnn J. Kasprick
D-53462

2

299.41'

R/W

SE Cor.
Lot 2

P.O.B.

Exist. R/W

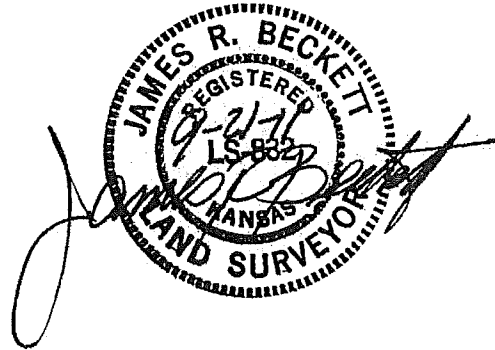
SE Cor., Sec. 27, T27S, R2W

Section Line

151st St. W. = Section Line

Tract #45 – D-53462
Daniel & DeeAnn J. Kasprick
All Right of Access

All right of access to and from the abutting public roadway over and across a line in Lot 2, Block 3, Tapestry Meadows Second Addition to Sedgwick County, Kansas, described as follows; Beginning at the Southeast Corner of said Lot 2; FIRST COURSE, thence North along the East line of said Lot 2 to the Northeast Corner of said Lot 2.



15309 Woodbine



Printed: 9/30/2011 7:06:21 AM

Powered By GeoSmart.net

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
November 22, 2011

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 320 East 49th Street North for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 320 East 49th Street North in Park City. The 33,540 square foot site is currently zoned and improved for commercial use. The proposed acquisition is along the north property line and consists of 1,634 square feet. The area impacted is used for outdoor storage. The improvements are removed from the project.

Analysis: The owner rejected the appraised offer of \$1,650. The appraisal estimated the land to be worth \$1 per square foot and did not attribute a value to the chain link fence within the acquisition area. Through negotiation, the owner has agreed to accept \$5,965 which is comprised of \$2 per square foot for the land and \$2,697 for replacement fencing.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$7,465 is requested. This includes \$5,965 for the acquisition and \$1,500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the budget, approve the real estate agreement, and authorize the necessary signatures.

Attachments: Real estate agreement, tract map, and aerial map.

PROJECT: Chisholm Creek Diversion Levee Certification Project DATE: _____

COUNTY: Sedgwick TRACT NO.: 38 & 39

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this _____ day of _____, 2011, by and between

Wichita Fence Co., Inc.

4901 N. Broadway St., Wichita, KS 67219

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:

1,634 (Sq. Ft.) \$ 5,965.00

Temporary Easement for construction:

N/A (Sq. Ft.) \$ N/A

Improvement & Buildings acquired with right of way:

6' chain link fence

TOTAL: \$ 5,965.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out. It is understood and agreed that the above stated consideration for said real estate is contingent upon approval by the Wichita City Council.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Michael J. Bowman
Michael J. Bowman, owner

THE CITY OF WICHITA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Wichita Fence Co., Inc.

If mortgage or other liens, show names of holders:

N/A

REMARKS:

PIN/APN 00496109 (Tract 38) & 00496108 (Tract 39)

Security Title File Number 2021845 (Tract 38) & 2021846 (Tract 39)

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Project Manager

L&J Investments, L.L.C. Tracts "39" & "39" (Key # KE-PC-02535 and KE-PC-02536);

Lots 36 and 37, in Broadway Heights, an Addition to Wichita, Sedgwick County, Kansas, except that portion condemned for flood control purposes in District Court Case A-41501, and except that portion for Highway Purposes in District Court Case number 92066.

ADDITIONAL TAKING DESCRIPTION:

A portion of Lots 36 and 37, in Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas lying south of the south line of the Chisholm Creek Diversion Condemnation Case A-41501 and east of the east line US Highway 81 as condemned in District Court Case number 92066, more particularly described as commencing at the southeast corner of said Lot 37; thence $N00^{\circ}56'01''W$ (assumed), along the east line of said Lot 37; thence 140.00 feet to the point of beginning; thence $N88^{\circ}57'38''W$, 111.73 feet to a point on the common line between Lots 36 and 37; and 143.00 feet north of the southwest corner of said Lot 37; thence $N89^{\circ}01'50''W$, 91.71 feet to a point on the east line of Street Dedication recorded at Film 1072, Page 528; thence $N00^{\circ}56'01''W$, along the east line of said Street Dedication, 4.34 feet, to a point on the south line of said Chisholm Creek Diversion; thence $N88^{\circ}54'27''E$, along the south line of said Chisholm Creek Diversion, 203.32 feet to a point on the east line of said Lot 37; thence $S00^{\circ}56'01''E$, along the east line of said Lot 37, 11.80 feet to the point of beginning.

Additional taking contains 1,634.0 square feet or 0.039 acres.

NOTE: Baughman Company, P.A. has not researched any title examination of subject property. An abstract or title insurance company would need to be contacted to research and provide to us any easements, rights-of-ways or dedications.

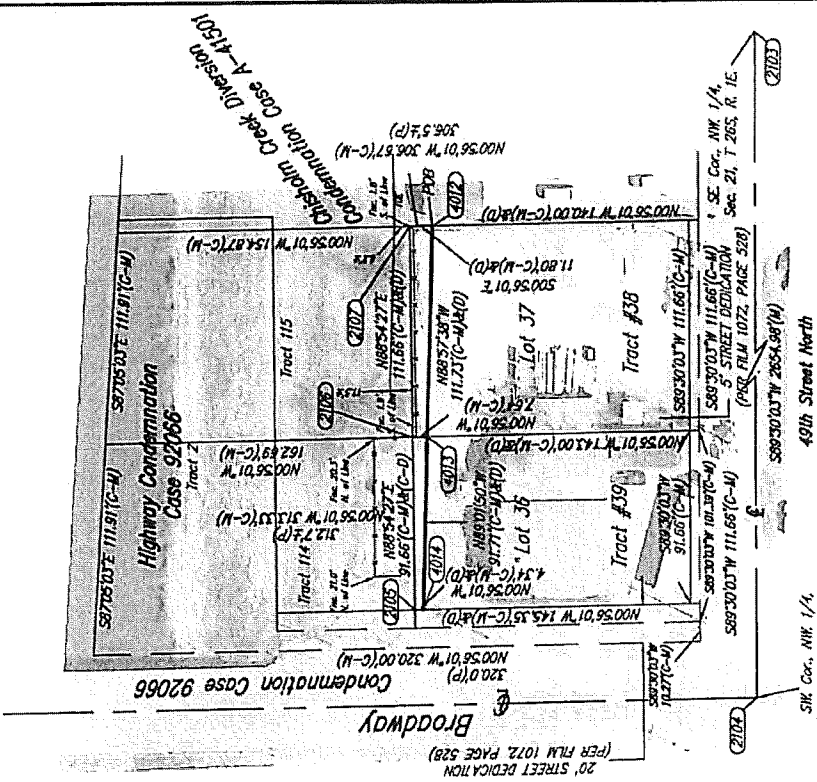
Pl. #	State Plane Northing	State Plane Easting
2103	1,717,703.97	1,651,462.38
2104	1,717,690.84	1,648,907.82
2105	1,717,659.92	1,648,844.86
2106	1,717,662.67	1,648,846.52
2107	1,717,664.60	1,648,848.15
2108	1,717,653.00	1,648,848.34
2109	1,717,655.03	1,648,846.65
2110	1,717,656.56	1,648,844.86



- (C) = Calculated
- Ch. LR = Chord Length
- Ch. BR = Chord Bearing
- Δ = Delta Angle
- (D) = Described
- L = Arc Length
- (M) = Measured
- (P) = Plotted
- (Pr) = Proved
- R = Radius



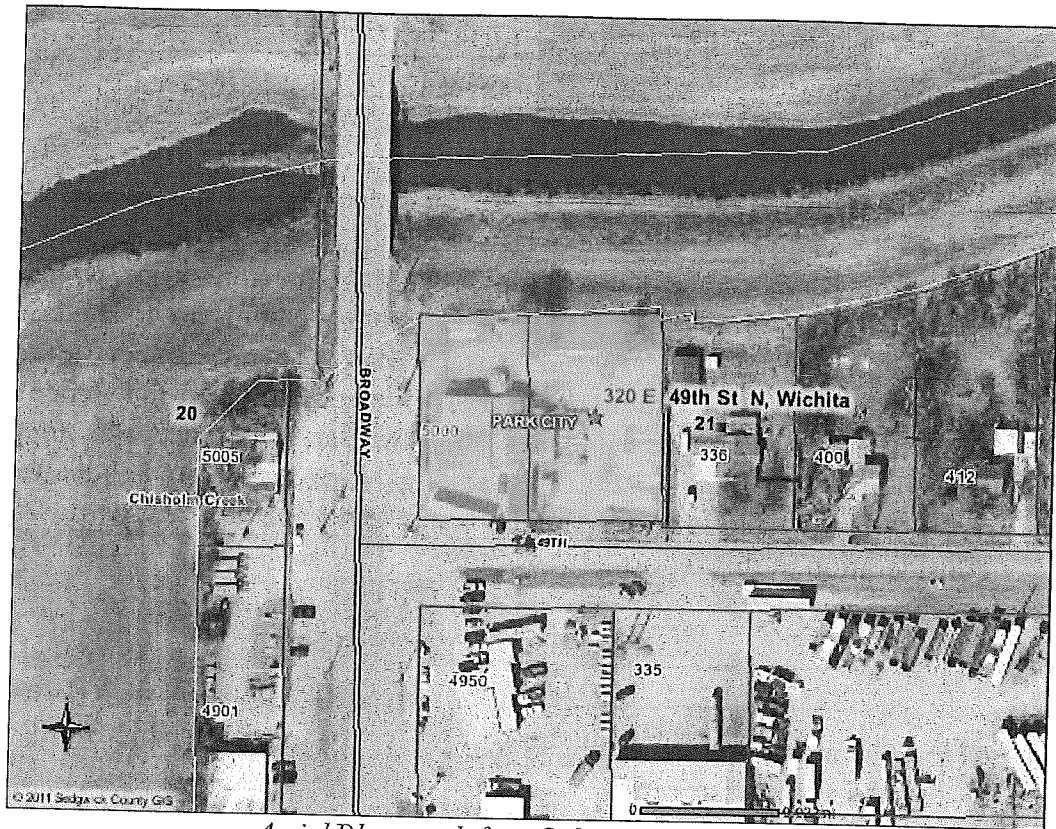
NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.



Tracts #38-#39 - Exhibit Lot 38, Broadway Heights Sedgwick County, Kansas	
Baughman Company, P.A. 115 Elm St. Sedalia, MO 64221-5100 ENGINEERING SURVEYING PLANNING LANDSCAPE ARCHITECTURE	
REVISIONS APPROVED MGC SCALE 1"=60' DATE November 9, 2010	DRAWN PAS DATE November 9, 2010
E:\Projects\WVCHS5_100710681\Tract_38_39.dwg 10.07.10.681	

Aerial Map

The following aerial map was obtained from the Sedgwick County GIS Department. The subject property, before the taking, is highlighted below:



Aerial Photograph from Sedgwick County GIS

City of Wichita
City Council Meeting

November 22, 2011

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
(Districts I, IV and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On November 7, 2011, the Board of Code Standards and Appeals conducted hearings on the three (3) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
a. 722 South Estelle	I
b. 1780 South Seneca Court	IV
c. 2704 North Wellington	VI

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on January 10, 2012 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **722 S. ESTELLE** and legally described as: **LOT 18 AND THE NORTH HALF OF LOT 20, ON AVENUE J, NOW ESTELLE AVENUE, IN SECOND SUNNY-SIDE ADDITION TO THE CITY OF WICHITA, IN SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **January 10, 2012** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 48 x 24 feet in size. Vacant for at least 4 years, this structure has been damaged by fire. It has fire damaged, rotted and missing wood lap siding; fire damaged, sagging and badly worn composition roof, with missing shingles, holes; deteriorated front porch; and rotted rafters.

(b) Street Address: 722 S. ESTELLE

(c) Owners:
Glen R. Myers & Rhoda C. Myers
125 N Penrose Drive
Wichita KS 67206

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
IRS Federal Tax Liens
Strope 533 WIC
271 W 3rd N #3000
Wichita KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: November 7, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 722 S. ESTELLE

LEGAL DESCRIPTION: LOT 18 AND THE NORTH HALF OF LOT 20, ON AVENUE J, NOW ESTELLE AVENUE, IN SECOND SUNNY-SIDE ADDITION TO THE CITY OF WICHITA, IN SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 48 x 24 feet in size. Vacant for at least 4 years, this structure has been damaged by fire. It has fire damaged, rotted and missing wood lap siding; fire damaged, sagging and badly worn composition roof, with missing shingles, holes; deteriorated front porch; and rotted rafters.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 18 AND THE NORTH HALF OF LOT 20, ON AVENUE J, NOW ESTELLE AVENUE, IN SECOND SUNNY-SIDE ADDITION TO THE CITY OF WICHITA, IN SEDGWICK COUNTY, KANSAS KNOWN AS 722 S. ESTELLE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of November 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of January 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOT 18 AND THE NORTH HALF OF LOT 20, ON AVENUE J, NOW ESTELLE AVENUE, IN SECOND SUNNY-SIDE ADDITION TO THE CITY OF WICHITA, IN SEDGWICK COUNTY, KANSAS**, known as: **722 S. ESTELLE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 48 x 24 feet in size. Vacant for at least 4 years, this structure has been damaged by fire. It has fire damaged, rotted and missing wood lap siding; fire damaged, sagging and badly worn composition roof, with missing shingles, holes; deteriorated front porch; and rotted rafters.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of November 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1780 S. SENECA CT** and legally described as: **LOT 17, FULGROAT ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **January 10, 2012** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 30 x 42 feet in size. Vacant and open, this structure has rotted and missing masonite siding; missing metal and vinyl siding; badly worn composition roof, with holes and missing shingles; deteriorated fascia, soffits and wood trim; and the 27 x 24 foot accessory structure is deteriorated.

(b) Street Address: 1780 S. SENECA CT

(d) Owners:
Lorraine R. West
950 S Holyoke
Wichita KS 67218

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

Beneficial Mortgage Corporation
c/o Singer Tarpley & Jones P.A.
10484 Marty St
Overland Park, KS 66212

(i) Mortgage Holder(s): None

(j) Interested Parties: None

DATE: November 7, 2011

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 1780 S. SENECA CT

LEGAL DESCRIPTION: LOT 17, FULGROAT ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30 x 42 feet in size. Vacant and open, this structure has rotted and missing masonite siding; missing metal and vinyl siding; badly worn composition roof, with holes and missing shingles; deteriorated fascia, soffits and wood trim; and the 27 x 24 foot accessory structure is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 17, FULGROAT ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1780 S. SENECA CT** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of November 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of January 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 17, FULGROAT ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1780 S. SENECA CT, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 30 x 42 feet in size. Vacant and open, this structure has rotted and missing masonite siding; missing metal and vinyl siding; badly worn composition roof, with holes and missing shingles; deteriorated fascia, soffits and wood trim; and the 27 x 24 foot accessory structure is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of November 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 6

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2704 N. WELLINGTON** and legally described as: **LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **January 10, 2012** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 28 x 30 feet in size. Vacant for at least 5 years, this structure has broken and missing asbestos siding shingles; exposed, deteriorated wall sheathing and rotted fascia and wood trim.

(b) Street Address: 2704 N. WELLINGTON

(c) Owners:
Jose J. Hernandez
205 W 53rd S
Wichita KS 67216

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

IRS Federal Tax Liens
Strope 5333 WIC
271 W 3rd N #300
Wichita KS 67202

State of Kansas (SRS)
130 E. William
Wichita KS 67202

(k) Mortgage Holder(s): None

(l) Interested Parties:
Sonia Hernandez
c/o Marilyn Harp Attorney at Law
200 N Broadway Suite 500
Wichita KS 67202

DATE: November 7, 2011

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 2704 N. WELLINGTON

LEGAL DESCRIPTION: LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28 x 30 feet in size. Vacant for at least 5 years, this structure has broken and missing asbestos siding shingles; exposed, deteriorated wall sheathing and rotted fascia and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2704 N. WELLINGTON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of November 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of January 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2704 N. WELLINGTON, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 28 x 30 feet in size. Vacant for at least 5 years, this structure has broken and missing asbestos siding shingles; exposed, deteriorated wall sheathing and rotted fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of November 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON NOVEMBER 28, AND DECEMBER 5, 2011
RESOLUTION NO. 11-268**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 18 AND THE NORTH HALF OF LOT 20, ON AVENUE J, NOW ESTELLE AVENUE, IN SECOND SUNNY-SIDE ADDITION TO THE CITY OF WICHITA, IN SEDGWICK COUNTY, KANSAS KNOWN AS 722 S. ESTELLE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of November 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of January 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 18 AND THE NORTH HALF OF LOT 20, ON AVENUE J, NOW ESTELLE AVENUE, IN SECOND SUNNY-SIDE ADDITION TO THE CITY OF WICHITA, IN SEDGWICK COUNTY, KANSAS, known as: 722 S. ESTELLE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 48 x 24 feet in size. Vacant for at least 4 years, this structure has been damaged by fire. It has fire damaged, rotted and missing wood lap siding; fire damaged, sagging and badly worn composition roof, with missing shingles, holes; deteriorated front porch; and rotted rafters.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of November 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON NOVEMBER 28, AND DECEMBER 5, 2011
RESOLUTION NO. 11-269**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 17, FULGROAT ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1780 S. SENECA CT** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of November 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of January 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 17, FULGROAT ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1780 S. SENECA CT, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 30 x 42 feet in size. Vacant and open, this structure has rotted and missing masonite siding; missing metal and vinyl siding; badly worn composition roof, with holes and missing shingles; deteriorated fascia, soffits and wood trim; and the 27 x 24 foot accessory structure is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of November 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON NOVEMBER 28, AND DECEMBER 5, 2011
RESOLUTION NO. 11-270**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2704 N. WELLINGTON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of November 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of January 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **2704 N. WELLINGTON**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 28 x 30 feet in size. Vacant for at least 5 years, this structure has broken and missing asbestos siding shingles; exposed, deteriorated wall sheathing and rotted fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of November 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
November 22, 2011

TO: Mayor and City Council

SUBJECT: Emergency Water Distribution System Repair
Towne East Mall (District II)

INITIATED BY: Public Works & Utilities Department

AGENDA: Consent

Recommendation: Approve the emergency water service repairs.

Background: On September 16, 2011, Towne East Mall management reported water flowing from the meter bank near Sears into the parking lot, and beginning to back up toward the buildings. Staff made several unsuccessful attempts to repair the leaks, and it soon became clear that the best solution was to replace the entire aging network of 46 meters and associated service lines, as well as the section of main to which it was connected. Specifically, the utility recommended replacing a section of 6" AC main with C900 PVC pipe and replacing the existing water meters and services with AMR meters and copper services. This would also simplify maintenance going forward.

However, Water Distribution had neither the necessary equipment nor available staff to dedicate to this project, and the mall management needed the work to be completed and cleaned up quickly.

Therefore, staff recommended hiring a contractor to do the work.

Analysis: Staff contacted several contractors and received two bids. The lowest was from Wildcat Construction, for \$39,071.

Financial Considerations: Funds are available from the Capital Improvement Program Distribution Main Replacement. The project will be funded from future water revenue bonds and/or Water Utility cash reserves.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing reliable water service to the City's water customers.

Legal Considerations: City Ordinance 2.64.020, "Public Exigency", allows the City Manager to authorize work to be performed by a contractor without formal bidding.

Recommendations/Actions: It is recommended that City Council affirm the City Manager's Public Exigency approval of the project.

Attachments: Memo.



PUBLIC WORKS & UTILITIES

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager
FROM: Alan King, Director of Public Works & Utilities
DATE: October 11, 2011
SUBJECT: Emergency Water Service & Meter Repair / Towne East Mall

When Towne East Mall was constructed in the early 1970s, many of the stores inside were separately metered through a meter bank located on the north side of the Sears building. Some 46 meters are located close together in an area of about 840 square feet. This has made maintenance and repair complicated and costly.

A couple of weeks ago Towne East called to report a leak in the meter bank. A services crew worked all night to repair what ended up being three leaks, resulting in a large excavation. Since the meters and lines are now exposed, and the area will have to be backfilled and the concrete restored, the utility would like to replace an old section of 6" AC main with C900 PVC pipe and replace the existing water meters and services with AMR meters and copper services. This will actually be easier than digging carefully around the spaghetti-like system of service lines currently in use, and will simplify maintenance going forward.

There is currently a temporary fill and the area is cordoned off, but the permanent repairs need to be done quickly as this is a public and commercial area. City staff has been working closely with Simon Operations on this repair, and they are anxious that the repairs be completed quickly. However, it would take about 10 utility employees close to a week to complete this project, and staffing is short. The City employees need to be available to respond to emergency leaks. Therefore, the utility would like to contract out this work to a construction company.

Bids were obtained from Mies Construction and Wildcat Construction. Others declined submitting bids as they have downsized their work force and/or are busy working on the Casino in Mulvane. Wildcat submitted the lowest bid at \$39,071. The bid from Mies was \$43,323. Again, most of this work would need to be done to repair the existing excavation, but by spending a little more, future maintenance tasks will be simplified and the service to the customers much improved.

Since the services will need to be re-tapped on the new main, those locations will be out of water for a few hours. Wildcat would like to begin the work this Thursday, October 13th, so that they can be ready to switch the services by Sunday evening when the mall closes, thereby maximizing the amount of time available while the mall is closed.

Funds are available from the CIP project W-67, Distribution Mains Replacement. Your signature below will indicate concurrence to authorize the work. An agenda report will then be prepared for the City Council.

Robert Layton, City Manager

CITY OF WICHITA
City Council Meeting
November 22, 2011

TO: Mayor and City Council

SUBJECT: Payment of Condemnation Award, Appraisers Fees and Court costs in
Condemnation Matter to Acquire Property for Public Right of Way for the East
13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize the payment of appraiser's award, together with appraisers' fees and court costs.

Background: On November 6, 2007, the City Council approved the design concept and proposed project to widen East 13th Street North between Hydraulic to Oliver. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. Fifty-seven tracts were acquired through negotiation. On April 26, 2011 the City Council approved the use of eminent domain to acquire the twenty-two remaining tracts. Twelve of the twenty-two remaining tracts were acquired via negotiation during the eminent domain process.

Analysis: On November 9, 2011 the court appointed appraisers filed their award. They determined the compensation to be paid for the remaining 10 required parcels to be \$142,700. The court approved fees to the three appraisers in the total amount of \$22,500 with court costs of \$180. In order for the City to acquire these properties, it must pay the award, together with fees and costs, to the Clerk of the District Court on or before December 9, 2011.

Financial Considerations: The cost of acquiring these properties will be paid from project funds.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure, by acquiring property to complete the public purpose of improving East 13th street North between Hydraulic to Oliver.

Legal Considerations: The City must pay the award within thirty days from the filing of the appraisers' award in order to get title to the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned. In that event the City would still be responsible for all fees, costs and the landowner's attorney fees.

Recommendation/Action: Authorize payment to the Clerk of the District Court in the amount of \$165,380 for acquisition of property and easements condemned in the subject case.

Attachments: Report of Appraisers and Order Approving Report of Appraisers.

GARY E. REBENSTORF
City Attorney
JEFF A. VANZANDT
Assistant City Attorney
City Hall – 13th Floor
455 North Main
Wichita, Kansas 67202-1635
(316) 268-4681
Fax: (316) 268-4335
jvanzandt@wichita.gov

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

CITY OF WICHITA, KANSAS,)	
)	
Plaintiff,)	
)	
v.)	Case No. 11 CV 2741
)	
SAMUEL J. ROBERTS, et al,)	
)	
Defendants.)	
_____)	

REPORT OF APPRAISERS

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein described in the petition of the plaintiff, the City of Wichita, Kansas, a municipal corporation, in the captioned matter and to determine the damages to the interested parties resulting from the takings, after being duly sworn and in accordance with the written instructions given by the Court, now report as follows:

On September 20, 2011, we published notice of our Public Hearing to commence October 4, 2011, to all interested parties by notice published in The Wichita Eagle, a newspaper of general circulation in Sedgwick County, Kansas, the proof of which said published notice has been filed in this action. On the 16th day of September, 2011, we mailed copies of said published notice of our Public Hearing to the Plaintiff and all Defendant parties named in the petition whose

addresses were known to us or could with reasonable diligence be ascertained, the proof of which mailing has been filed in this action.

On and after our appointment and qualifying herein, we began our appraisal and assessment of damages by actual view of the lands to be taken and of the tracts of which they are a part. On October 4, 2011, at 1:30 o'clock, P.M., a public hearing was held the Law Department, 13th Floor, 455 North Main, in Wichita, Kansas, at the time and place stated in the published and mailed notices, at which time we heard oral and/or written testimony concerning our appraisal and assessment of damages from the plaintiff and such of the defendants as were present and desired to be heard.

After our view of the lands involved, after consideration of the testimony received at the hearing and according to the instructions given us by The Honorable Jeffrey Goering, we have appraised the lands and/or interests and/or rights therein sought by the plaintiff and described in the petition. The damages to the interested parties resulting from the takings are as follows:

TRACT NO. 20

2305 E. 13th St. North

All of Lot 1, Block A, and also all of the Contingent Street Right-of-Way dedication all as platted in Curry Roberts Addition, an addition to Wichita, Sedgwick County, Kansas.

OWNER: Samuel J. Roberts
2501 N. Pershing
Wichita, Kansas 67220

OTHER
INTERESTED

PARTIES: State of Kansas, ex rel.
Secretary of SRS
915 SW Harrison Street
Topeka, Kansas 66612

(Case No. 10DM004412)

(a) Value of the entire property
or interest before taking

\$ 75,000⁰⁰

(b) Value of that portion of the property
or interest remaining after taking

\$ - 0 -

VALUE OF INTERST TAKEN AND
DAMAGES RESULTING THEREFROM

\$ 75,000⁰⁰

Tract 30

2611 E. 13th St. North

Clear and complete title for the uses and purposes herein set forth in and to the following-described tract, to-wit:

Parts of Lots 2, 4, 6 and 8, on Alice Avenue (now Green Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the East 40 feet of Lots 2, 4, 6 and 8, on Alice Avenue (now Green Avenue) in Fairmount Park Addition.

OWNER: Shupbach Investments, LLC
3415 Bayview
Wichita, Kansas 67204-2378

MORTGAGEE: Bank of Commerce & Trust Co.
P. O. Box 529
Wellington, Kansas 67162

LIENHOLER: Board of County Commissioners
c/o Kelly B. Arnold
County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, Kansas 67203
(Key No. C-02796)

OTHER
INTERESTED
PARTIES: Central National Bank
802 N. Washington St.
Junction City, Kansas 66441
(Case No. 11 CV 1555)

Alliant Bank
5124 N. Commercial Ave.
Sedgwick , Kansas 67135
(Case No. 11 CV 1730)

Tract 30 (Cont'd)

OTHER
INTERESTED

PARTIES: Kanza Bank
(Cont'd) 13605 W. Maple, Suite 101
Wichita, Kansas 67204
(Case No. 11 CV 1179)

(a) Value of the entire property
or interest before taking

\$ 4,000⁰⁰—

(b) Value of that portion of the property
or interest remaining after taking

\$ — 0 —

VALUE OF INTERST TAKEN AND
DAMAGES RESULTING THEREFROM

\$ 4,000⁰⁰—

TRACT 34**2703 E. 13th St. North**

A Permanent Easement for right-of-way, public utilities and related uses in and to the following-described tract, to-wit:

A tract of land in Lots 2, 4, 6 and 8, on Mabel Avenue (now Estelle Avenue), Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the remaining south 5.00 feet of the west half of said Lot 2 on Mabel Avenue (now Estelle Avenue), as platted in Fairmount Park Addition.

A temporary Construction Easement for driveway, drainage and road construction in and to the following-described tract, to-wit:

A tract of land in Lots 2, 4, 6 & 8, on Mabel Avenue (now Estelle Avenue, Fairmount Park addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 15.00 feet of the east half of said Lot 4 on Mabel Avenue (now Estelle Avenue), as platted in Fairmount Park Addition.

The temporary easement is being acquired for the purpose of surveying, filling, grading and all other purposes incidental to the construction of a street or sidewalk on the permanent right-of-way adjacent thereto substantially as shown on the plans filed with the City Engineer for the City of Wichita, Kansas. All areas disturbed are to be restored by replacement of sod or pavement to a condition as good as or better than before. No trees or improvements are to be damaged or removed excepting those indicated on the plans aforescribed. No part of any building or structure, including any eaves, awnings or other overhanging attachment, either within or partly within said temporary easement, shall be damaged or removed unless indicated on the plans aforescribed.

Said temporary easement shall expire two (2) years from the date of the filing of the Report of Appraisers herein or ninety (90) days after completion of the project, whichever occurs first. The owners, tenants, lienholders and easement holders, their heirs and assigns, may fully use and enjoy the land within the construction easement, provided such use shall not interfere with the construction of the street. The owner, tenants, their customers and the public at large shall have access from a public street to the property across part of which the temporary easement is being acquired at all times during the period of construction.

OWNER: Taylor Jones Properties, Inc.
4805 E. 24th St. North
Wichita, Kansas 67220-3001

TRACT 34 (Cont'd)**2703 E. 13th St. North**

LIENHOLER: Board of County Commissioners
c/o Kelly B. Arnold
County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, Kansas 67203
(Key No. C-02852)

- (a) Value of the entire property
or interest before taking

\$ 3,000⁰⁰

- (b) Value of that portion of the property
or interest remaining after taking

\$ 2,700⁰⁰

**VALUE OF INTERST TAKEN AND
DAMAGES RESULTING THEREFROM**

\$ \$ 300⁰⁰

TRACT NO. 36**2715 E. 13th St. North**

A Permanent Easement for right-of-way, public utilities and related uses in and to the following-described tract, to-wit:

A tract of land in Lots 2, 4, 6 and 8, on Mabel Avenue (now Estelle Avenue, Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the east half of said Lot 2 on Mabel Avenue (now Estelle Avenue), as platted in Fairmount Park Addition and

A temporary construction easement for driveway, drainage and road construction in and to the follow-described tract, to-wit:

All of the north 15.00 feet of the west half of said Lot 4 on Mabel Avenue (now Estelle Avenue), as platted in Fairmount Park Addition.

The temporary easement is being acquired for the purpose of surveying, filling, grading and all other purposes incidental to the construction of a street or sidewalk on the permanent right-of-way adjacent thereto substantially as shown on the plans filed with the City Engineer for the City of Wichita, Kansas. All areas disturbed are to be restored by replacement of sod or pavement to a condition as good as or better than before. No trees or improvements are to be damaged or removed excepting those indicated on the plans aforescribed. No part of any building or structure, including any eaves, awnings or other overhanging attachment, either within or partly within said temporary easement, shall be damaged or removed unless indicated on the plans aforescribed.

Said temporary easement shall expire two (2) years from the date of the filing of the Report of Appraisers herein or ninety (90) days after completion of the project, whichever occurs first. The owners, tenants, lienholders and easement holders, their heirs and assigns, may fully use and enjoy the land within the construction easement, provided such use shall not interfere with the construction of the street. The owner, tenants, their customers and the public at large shall have access from a public street to the property across part of which the temporary easement is being acquired at all times during the period of construction.

OWNER: Lionel Henry
8413 Vista Penasco Ave.
Albuquerque, New Mexico 87121

TRACT NO. 36 (Cont'd)**2715 E. 13th St. North**

LIENHOLER: Board of County Commissioners
c/o Kelly B. Arnold
County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, Kansas 67203
(Key No. C-02851)

(a) Value of the entire property
or interest before taking

\$ 3,000⁰⁰

(b) Value of that portion of the property
or interest remaining after taking

\$ 2,100⁰⁰

VALUE OF INTERST TAKEN AND
DAMAGES RESULTING THEREFROM

\$ 900⁰⁰

TRACT NO. 45

2821 E. 13th St. North

A Permanent Easement for right-of-way, public utilities and related uses in and to a tract of land in Lots 1, 3, 5 and 7, Mt. Vernon Avenue (now Erie Avenue), Fairmount Park Addition, an addition to Wichita, Kansas, Sedgwick County, Kansas, more particularly described as follows:

All of the west half of said Lot 1 on Mt. Vernon Avenue (now Erie Avenue), as platted in Fairmount Park Addition.

OWNER: Joel F. Gutierrez
P. O. Box 9401
Wichita, Kansas 67277-0401

LIENHOLER: Board of County Commissioners
c/o Kelly B. Arnold
County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, Kansas 67203
(Key No. C-02927)

(a) Value of the entire property
or interest before taking

\$ 3,000⁰⁰

(b) Value of that portion of the property
or interest remaining after taking

\$ 2,200⁰⁰

VALUE OF INTERST TAKEN AND
DAMAGES RESULTING THEREFROM

\$ 800⁰⁰

TRACT NO. 49

2919E. 13th St. North

Parts of Lots 2, 4, 6 and 8, on Mt. Vernon (now Erie Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the East Half of Lots 2, 4, 6 and 8, on Mt. Vernon (now Erie Avenue) in Fairmount Park Addition.

OWNERS: Roy B. Owens
2903 St. Paul Avenue
Wichita, Kansas 67217-1334

LIENHOLDERS: State of Kansas
c/o Attorney General
Hon. Derek Schmidt, Esq.
Memorial Hall – 2nd floor
120 S.W. 10th St.
Topeka, Kansas 66612

(State Income Tax Lien, Case No. 03ST11641C)

(a) Value of the entire property
or interest before taking

\$ 5,500⁰⁰—

(b) Value of that portion of the property
or interest remaining after taking

\$ —0—

VALUE OF INTERST TAKEN AND
DAMAGES RESULTING THEREFROM

\$ 5,500⁰⁰—

TRACT NO. 79**3620 E. 13th St. North**

A Permanent Easement for right-of-way, public utilities and related uses in and to the following-described tract, to-wit:

A tract of land in Lot 15, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the south 5.00 feet of said Lot 15, Block C, as platted in Yale Heights Addition.

A temporary construction easement for driveway, drainage and road construction in and to the follow-described tract, to-wit:

A tract of land in Lot 15, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 5.00 feet of the south 10.00 feet of said Lot 15, Block C, as platted in Yale Heights Addition.

The temporary easement is being acquired for the purpose of surveying, filling, grading and all other purposes incidental to the construction of a street or sidewalk on the permanent right-of-way adjacent thereto substantially as shown on the plans filed with the City Engineer for the City of Wichita, Kansas. All areas disturbed are to be restored by replacement of sod or pavement to a condition as good as or better than before. No trees or improvements are to be damaged or removed excepting those indicated on the plans aforescribed. No part of any building or structure, including any eaves, awnings or other overhanging attachment, either within or partly within said temporary easement, shall be damaged or removed unless indicated on the plans aforescribed.

Said temporary easement shall expire two (2) years from the date of the filing of the Report of Appraisers herein or ninety (90) days after completion of the project, whichever occurs first. The owners, tenants, lienholders and easement holders, their heirs and assigns, may fully use and enjoy the land within the construction easement, provided such use shall not interfere with the construction of the street. The owner, tenants, their customers and the public at large shall have access from a public street to the property across part of which the temporary easement is being acquired at all times during the period of construction.

OWNERS: Floyd Phillips
 Susie Phillips
 2308 E. Shadybrook St.
 Wichita, Kansas 67214

TRACT NO. 79 (Cont'd)**3620 E. 13th St. North**

LIENHOLER: Board of County Commissioners
c/o Kelly B. Arnold, County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, Kansas 67203
(Key No. C-13849)

(a) Value of the entire property
or interest before taking

\$ 32,300⁰⁰

(b) Value of that portion of the property
or interest remaining after taking

\$ 32,000⁰⁰

VALUE OF INTEREST TAKEN AND
DAMAGES RESULTING THEREFROM

\$ 300⁰⁰

TRACT NO. 117

1356 N. Kansas

Clear and complete title for the uses and purposes herein set forth in and to the following-described tract, to-wit:

A tract of land in Lot 33 and 34, except that part dedicated by Deed recorded on Film 2206 on page 1407, Rosenthal's 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the West 100.00 feet of Lots 33 and 34, except that part dedicated by Deed recorded on Film 2206 on page 1407, Rosenthal's Second Addition.

OWNERS: Ruby N. Prevot
5012 Looman
Wichita, Kansas 67220

Northeast Group, Inc.
1356 N. Kansas St.
Wichita, Kansas 67214

Reuben Prevot
1356 N. Kansas St.
Wichita, Kansas 67214

LIENHOLDER: Board of County Commissioners
c/o Kelly B. Arnold
County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, Kansas 67203
(Key No. C-00998)

(a)	Value of the entire property or interest before taking	\$ <u>12,400.⁰⁰</u>
(b)	Value of that portion of the property or interest remaining after taking	\$ <u>- 0 -</u>
	VALUE OF INTERST TAKEN AND DAMAGES RESULTING THEREFROM	\$ <u>12,400.⁰⁰</u>

TRACT NO. 150

1337 N. Vassar

A Permanent Easement for right-of-way, public utilities and related uses and to the following-described tract, to-wit:

A tract of land in Lots 33, 35, 37 and 39, on Vassar Avenue, Fairmount Place Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 25.00 feet of said Lot 39 on Vassar Avenue as platted in Fairmount Place Addition and that part of the vacated 10.00 feet of Vassar Avenue adjoining the north 25.00 feet of said Lot 39.

A Temporary construction easement for driveway, drainage and road construction in and to the following-described tract, to-wit:

A tract of land in Lots 33, 35, 37 & 39, on Vassar Avenue, Fairmount Place Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the west 30.00 feet of Lot 39 on Vassar Avenue, except the north 25.00 feet thereof, ALSO, the west 30.00 feet of the north 20.00 feet of Lot 37 on Vassar Avenue, all as platted in Fairmount Place Addition.

The temporary easement is being acquired for the purpose of surveying, filling, grading and all other purposes incidental to the construction of a street or sidewalk on the permanent right-of-way adjacent thereto substantially as shown on the plans filed with the City Engineer for the City of Wichita, Kansas. All areas disturbed are to be restored by replacement of sod or pavement to a condition as good as or better than before. No trees or improvements are to be damaged or removed excepting those indicated on the plans aforescribed. No part of any building or structure, including any eaves, awnings or other overhanging attachment, either within or partly within said temporary easement, shall be damaged or removed unless indicated on the plans aforescribed.

Said temporary easement shall expire two (2) years from the date of the filing of the Report of Appraisers herein or ninety (90) days after completion of the project, whichever occurs first. The owners, tenants, lienholders and easement holders, their heirs and assigns, may fully use and enjoy the land within the construction easement, provided such use shall not interfere with the construction of the street. The owner, tenants, their customers and the public at large shall have access from a public street to the property across part of which the temporary easement is being acquired at all times during the period of construction.

OWNER: Robin T. Allen
1337 N. Vassar Avenue
Wichita, Kansas 67208

TRACT NO. 150 (Cont'd)

1337 N. Vassar

LIENHOLDERS: State of Kansas
c/o Attorney General
Hon. Derek Schmidt, Esq.
Memorial Hall – 2nd floor
120 S.W. 10th St.
Topeka, Kansas 66612
(State Income Tax Lien, Case No. 03ST11641C)

Board of County Commissioners
c/o Kelly B. Arnold
County Clerk
Sedgwick County Courthouse
525 North Main
Wichita, Kansas 67203
(Key No. C-04457-0002)

OTHER
INTERESTED

PARTIES: United States of America
c/o Attorney General
Eric H. Holder
Department of Justice
950 Pennsylvania Ave NW
Washington, D.C. 20530-0001
(Case No. 08CV4147-JAR-KGS)

(a) Value of the entire property
or interest before taking \$ 58,000⁰⁰-

(b) Value of that portion of the property
or interest remaining after taking \$ 33,600⁰⁰-

VALUE OF INTERST TAKEN AND
DAMAGES RESULTING THEREFROM \$ 24,400⁰⁰-

TRACT NO. 153

A Permanent Easement for right-of-way, public utilities and related uses in and to a tract of land in Lot 1, Cherrywynd Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 10.00 feet of said Lot 1 as measured perpendicularly to the north line of said Lot 1, as platted in Cherrywynd Addition.

OWNER: Jonathan L. Haney
1360 N. Yale
Wichita, Kansas 67208

MORTGAGEE: Associates Home Equity Services, Inc.
225 E. John Carpenter Freeway, Suite 600
Irving, Texas 75062

Beneficial Mortgage Co. of Kansas
1855 S. Rock Rd., Suite 111
Wichita, Kansas 67207

CitiMortgage, Inc.
P. O. Box 183040
Columbus, Ohio 43218-3040

(a) Value of the entire property
or interest before taking

\$ 65,000⁰⁰

(b) Value of that portion of the property
or interest remaining after taking

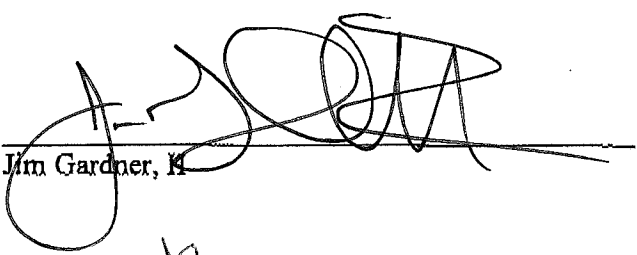
\$ 45,500⁰⁰

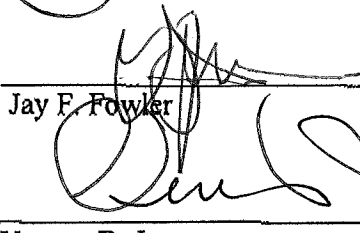
VALUE OF INTERST TAKEN AND
DAMAGES RESULTING THEREFROM

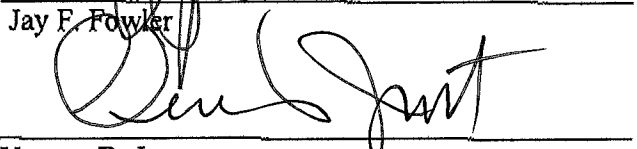
\$ 19,500⁰⁰

We, the appraisers, determine the total damages to the respective interested parties to be as follows: \$ 143,100.⁰⁰.

We the undersigned appraisers, file this Report of Appraisers with the Clerk of the above Court on the _____ day of _____, 20____, and hereunto affix our signatures as of that date.



Jim Gardner, R

Jay F. Fowler

Vernon D. Just

Appraisers

Approved by the Court this _____ day of _____, 2011.

Jeffrey Goering, Judge of Division No. 26

GARY E. REBENSTORF
City Attorney
BRIAN K. McLEOD
Deputy City Attorney
City Hall – 13th Floor
455 North Main
Wichita, Kansas 67202-1635
(316) 268-4681
FAX: (316) 268-4335

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

THE CITY OF WICHITA, KANSAS, a)	
Municipal Corporation,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 11 CV 2741
)	
SAMUEL J. ROBERTS, et al.,)	
)	
Defendants.)	
_____)	

**ORDER APPROVING REPORT OF APPRAISERS
AND ALLOWING APPRAISERS' FEES AND COURT COSTS**

NOW, on this 9th day of November, 2011, this matter comes before the court for review of the Report of Appraisers filed herein and for hearing on the application of the Court's appointed Appraisers for an award of fees and expenses for their services. The Court, having examined the Report of Appraisers and having been otherwise duly advised of the time, the application of skills and the complexity of appraising the subject land, and having been otherwise duly advised in the premises, finds that the Report of Appraisers should be approved; and that the reasonable value of the Appraisers' fees and expenses are as set forth below. The Court further finds that the outstanding Court costs in this matter are \$180.00.

IT IS, THEREFORE, BY THE COURT ORDERED that the Report of Appraisers dated November 8, 2011, and filed on November 8, 2011, should be and is hereby approved and confirmed; and, that the following amounts for Appraisers' fees and expenses and court costs hereby approved for payment, to be taxes as costs herein:

Jim Gardner	\$ 7,500.00
Jay F. Fowler	\$ 7,500.00
Vernon D. Just	\$ 7,500.00
Court Costs	<u>\$ 180.00</u>
 Total Appraisers Fees and Court Costs	 \$22,680.00

IT IS BY THE COURT FURTHER ORDERED that, should there be a dispute among the parties in interest (landowners and other interested parties herein) as to the division of the amount of the appraisers' award, upon motion filed with the Clerk of the District Court, the Court will determine how the amount awarded is to be divided among the disputing parties in interest.

IT IS BY THE COURT SO ORDERED.

HONORABLE JEFFREY GOERING
DISTRICT COURT JUDGE

PREPARED AND APPROVED BY:

THE CITY ATTORNEY'S OFFICE OF
THE CITY OF WICHITA

By _____
Jeff VanZandt, #14486
Attorney for Plaintiff, the City of Wichita

**City of Wichita
City Council Meeting
November 22, 2011**

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (Districts I, III, IV & VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessment and ordinance.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot cleanup costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: ~~These assessments are in accordance with Chapters 7.40.050 and 7.40.060 and 8.01.065 of the City Code. This agenda report.~~ **The ordinance has been reviewed and approved by the Law Department.**

Recommendation/Action: It is recommended that the City Council approve the proposed assessment and place the ordinance on first reading.

Attachments: Property List for Special Assessment and ordinance.

Tax Key #	PIN #	Address / Location	Cost	District No.
B-07631	127243	1250 S Washington (2 vacant Lots from NE corner of Washington & Ida)	\$1,420.20	1
D-09087	210201	Vacant Lot West of 3417 W St Louis	\$1,044.38	6
C-01402-0002	136872	1801 N Madison	\$801.72	1
B-07629	127241	1230 S Washington (4 vacant Lots from NE corner of Washington & Ida)	\$863.36	1
B-07630	127242	1234 S Washington (3 vacant Lots from NE corner of Washington & Ida)	\$785.40	1
B-07632	127244	1004 E Bayley (Vacant Lot at NE corner of Washington & Ida)	\$777.40	1
C-01932	137719	229 N Chautauqua	\$708.87	1
C-09696-0001	154396	901 N Pershing	\$1,420.20	1
C-12540	158241	655 S Bluff	\$933.79	3
C-03188	139211	1110 N Grove	\$1,185.24	1
C-11958	157578	Vacant Lot of 2026 E Random Rd (Vacant Lot North of 2020 E Random Rd)	\$1,257.32	1
A-04489	104107	1204 N Bitting	\$953.83	1
C-36756	181720	314 N Piatt (Vacant Lot South of 320 N Piatt)	\$782.73	1
C-14500	160466	816 S Crestway Ave	\$575.00	3
C-01089	136249	1626 N Piatt	\$574.40	1
D-17410	218609	902 N Doris	\$615.60	6
C-12760	158465	1502 N Volutsia Ave	\$572.60	1
C-00272	135032	325 N Madison	\$601.53	1
B-10522	130769	2825 S Pattie	\$587.76	3
D-02090	201094	806 W Munnell Ave	\$1,126.93	4
C-13286	158984	2520 E Stadium (Vacant Lot East of 2514E Stadium)	\$235.00	1
B-03592	122455	1109 N Cleveland	\$791.48	1
C-01128	136310	1417 N Ash	\$1475.55	1
A-07122	107459	1901 S Waco Ave	\$963.59	3
D-05564	205793	1735 S Elizabeth Ave	\$649.89	4
C-22570	168085	2724 E Clover Ln	\$555.00	3

Published in the Wichita Eagle on **December 9th, 2011**

ORDINANCE NO. 49-156

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 42-44 EXC PT TO STATE FOR HY WASHINGTON AVE. LINCOLN ST. ADD.	1,420.20
LOTS 34-36 EXC W 7.74 FT FOR HWY WASHINGTON AVE. LINCOLN ST. ADD.	863.36
LOTS 38-40 EXC 7.7 FT M-L FOR HWY WASHINGTON AVE. LINCOLN ST. ADD.	785.40
LOTS 46-48 EXC PT TO STATE FOR HY WASHINGTON AVE LINCOLN ST. ADD.	777.40
LOTS 92-94 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	801.72
LOTS 9-11 CHAUTAUQUA AVE. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	708.87
85 FT STRIP ADJ E 1/2 ACRE LOT 28 ON W KNIGHT ACRES	1,044.38
LOTS 215-216 BELMONT PARK ADD.	1,420.20
LOT 19 PURCELL'S ADD.	933.79
LOTS 9-11 BLOCK 6 ESTERBROOK PARK ADD.	1,185.24
LOT 23 BLOCK 3 PARKMORE ADD.	1,257.32

LOTS 1105-1107 BITTING AVE. GREIFFENSTEIN'S 12TH. ADD.	953.83
LOT 1 BLOCK 1 HAMPTON ADD.	782.73
LOT 3 BLOCK 1 PURCELL'S 2ND. ADD.	575.00
LOTS 72-74-76 GUY NOW PIATT AVE LOGAN ADD.	574.40
LOT 7 BLOCK A SUNNYSIDE GARDENS 4TH. ADD.	615.60
LOT 21 GRAHAM-PRATER SUB. NO. 2	572.60
LOT 12 HARTFORD SUB. OF BUTLER & FISHER'S ADD.	601.53
LOT 5 BLOCK 5 SCHRADER BROS. 2ND. ADD.	587.76
LOTS 65-67 EXC N 40 FT MUNNELL ST GLENDALE ADD.	1,126.93
W 2 FT LOT 28-ALL LOT 29 & E 19 FT LOT 30 BLOCK 4 SHADYBROOK ADD.	235.00
LOTS 7-9 PRIEST'S ADD.	791.48
LOTS 173-175 STRONG NOW ASH ST LOGAN ADD	1,475.55
LOT 146 & N1/2 LOT 148 WACO AVE. ENGLISH'S 8TH. ADD.	963.59
LOTS 73-75-77 ELIZABETH AVE BLOCK K PRINCESS ADD	649.89
LOT 18 BLOCK 4 PAWNEE RANCH ADDITION	555.00

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **6th day of December, 2011.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
November 22, 2011**

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (Districts I, III, IV and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessment and ordinance.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot cleanup costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: ~~These assessments are in accordance with Chapters 7.40.050 and 7.40.060 and 8.01.065 of the City Code. This agenda report has been reviewed and approved by the Law Department.~~
The ordinance has been reviewed and approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessment and place the ordinance on first reading.

Attachments: Property List for Special Assessment and ordinance.

Tax Key #	PIN #	Address / Location	Cost	District No.
B-07631	127243	1250 S Washington (2 vacant Lots from NE corner of Washington & Ida)	\$1,420.20	1
D-09087	210201	Vacant Lot West of 3417 W St Louis	\$1,044.38	6
C-01402-0002	136872	1801 N Madison	\$801.72	1
B-07629	127241	1230 S Washington (4 vacant Lots from NE corner of Washington & Ida)	\$863.36	1
B-07630	127242	1234 S Washington (3 vacant Lots from NE corner of Washington & Ida)	\$785.40	1
B-07632	127244	1004 E Bayley (Vacant Lot at NE corner of Washington & Ida)	\$777.40	1
C-01932	137719	229 N Chautauqua	\$708.87	1
C-09696-0001	154396	901 N Pershing	\$1,420.20	1
C-12540	158241	655 S Bluff	\$933.79	3
C-03188	139211	1110 N Grove	\$1,185.24	1
C-11958	157578	Vacant Lot of 2026 E Random Rd (Vacant Lot North of 2020 E Random Rd)	\$1,257.32	1
A-04489	104107	1204 N Bitting	\$953.83	1
C-36756	181720	314 N Piatt (Vacant Lot South of 320 N Piatt)	\$782.73	1
C-14500	160466	816 S Crestway Ave	\$575.00	3
C-01089	136249	1626 N Piatt	\$574.40	1
D-17410	218609	902 N Doris	\$615.60	6
C-12760	158465	1502 N Volutsia Ave	\$572.60	1
C-00272	135032	325 N Madison	\$601.53	1
B-10522	130769	2825 S Pattie	\$587.76	3
D-02090	201094	806 W Munnell Ave	\$1,126.93	4
C-13286	158984	2520 E Stadium (Vacant Lot East of 2514E Stadium)	\$235.00	1
B-03592	122455	1109 N Cleveland	\$791.48	1
C-01128	136310	1417 N Ash	\$1475.55	1
A-07122	107459	1901 S Waco Ave	\$963.59	3
D-05564	205793	1735 S Elizabeth Ave	\$649.89	4
C-22570	168085	2724 E Clover Ln	\$555.00	3

Published in the Wichita Eagle on **December 9th, 2011**

ORDINANCE NO. _____.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 42-44 EXC PT TO STATE FOR HY WASHINGTON AVE. LINCOLN ST. ADD.	1,420.20
LOTS 34-36 EXC W 7.74 FT FOR HWY WASHINGTON AVE. LINCOLN ST. ADD.	863.36
LOTS 38-40 EXC 7.7 FT M-L FOR HWY WASHINGTON AVE. LINCOLN ST. ADD.	785.40
LOTS 46-48 EXC PT TO STATE FOR HY WASHINGTON AVE LINCOLN ST. ADD.	777.40
LOTS 92-94 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	801.72
LOTS 9-11 CHAUTAUQUA AVE. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	708.87
85 FT STRIP ADJ E 1/2 ACRE LOT 28 ON W KNIGHT ACRES	1,044.38
LOTS 215-216 BELMONT PARK ADD.	1,420.20
LOT 19 PURCELL'S ADD.	933.79
LOTS 9-11 BLOCK 6 ESTERBROOK PARK ADD.	1,185.24
LOT 23 BLOCK 3 PARKMORE ADD.	1,257.32

LOTS 1105-1107 BITTING AVE. GREIFFENSTEIN'S 12TH. ADD.	953.83
LOT 1 BLOCK 1 HAMPTON ADD.	782.73
LOT 3 BLOCK 1 PURCELL'S 2ND. ADD.	575.00
LOTS 72-74-76 GUY NOW PIATT AVE LOGAN ADD.	574.40
LOT 7 BLOCK A SUNNYSIDE GARDENS 4TH. ADD.	615.60
LOT 21 GRAHAM-PRATER SUB. NO. 2	572.60
LOT 12 HARTFORD SUB. OF BUTLER & FISHER'S ADD.	601.53
LOT 5 BLOCK 5 SCHRADER BROS. 2ND. ADD.	587.76
LOTS 65-67 EXC N 40 FT MUNNELL ST GLENDALE ADD.	1,126.93
W 2 FT LOT 28-ALL LOT 29 & E 19 FT LOT 30 BLOCK 4 SHADYBROOK ADD.	235.00
LOTS 7-9 PRIEST'S ADD.	791.48
LOTS 173-175 STRONG NOW ASH ST LOGAN ADD	1,475.55
LOT 146 & N1/2 LOT 148 WACO AVE. ENGLISH'S 8TH. ADD.	963.59
LOTS 73-75-77 ELIZABETH AVE BLOCK K PRINCESS ADD	649.89
LOT 18 BLOCK 4 PAWNEE RANCH ADDITION	555.00

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **6th day of December, 2011.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

Published in the Wichita Eagle on December 9, 2011

ORDINANCE NO. 49-157

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING CONDEMNATION-DEMOLITION) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 10-12 ESTELLE AVE. ROSE HILL ADD.	13,988.27
LOTS 19-21 UNION NOW NEW YORK AVE. MILFORD'S REPLAT	5,719.00
LOT 6 BLOCK D PLANEVIEW SUB NO. 2	11,190.27
LOT 3 BLOCK 3 BUILDERS 2ND. ADD.	9,775.27

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year 2012 and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this 6th day of December, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

Published in the Wichita Eagle on December 9, 2011

ORDINANCE NO. 49-158

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING EMERGENCY BOARD-UP) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOT 17 FULGROAT ADD.	222.40
LOT 9 BLOCK 4 CLASSEN PARKED ADD.	173.47
LOTS 50-51-52 BLOCK 4 EAST HIGHLANDS ADD.	176.45
ALL LOT 5 & E1/2 LOT 7 MAPLE ST STEWART'S SUB. OF RES A	129.73
LOTS 78-80 LAWRENCE AVE ENGLISH 6TH. ADD.	141.79
LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	298.53
LOTS 305-307 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	91.38
LOT 22 HALL'S ADD.	207.46

LOT 1201 EXC E 39 1/2 FT WACO AVE. LEWELLEN ADD.	99.72
LOTS 34-36 EXC W 7.74 FT FOR HWY WASHINGTON AVE. LINCOLN ST. ADD.	163.90
LOTS 69-71 MABEL NOW ESTELLE AVE. FAIRMOUNT PARK ADD.	121.61
LOT 43 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	112.84
LOTS 90-92 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	104.95
LOTS 17-19 BLOCK 5 ESTERBROOK PARK ADD.	129.28
S 1/2 LOT 35-ALL LOT 37 VOLUTSIA AVE. RICHLAND 3RD. ADD.	173.18
LOT 25 BLOCK 9 PURCELL'S 10TH. ADD.	262.41
LOTS 410-412 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	144.84
LOT 5 BLOCK M AUDREY MATLOCK HEIGHTS 1ST. ADD.	97.61
LOTS 87-89 BLOCK 8 OHIO ADD.	113.94
LOT 13 VINE ST. LAWRENCE'S 7TH. ADD.	79.27
LOTS 7-9 BLOCK 13 WHITLOCK'S REPLAT	175.50
N 45 FT LOT 3 BLOCK 1 MERIDIAN PARK ADD.	105.72
LOTS 53-54-55-56 NORTH LAWN ADD.	96.29
LOTS 121-123 MAIN ST. LEE'S ADD.	192.34

LOT 2 BUILDERS 6TH. ADD.	386.99
LOT 2 BLOCK 2 4TH ADD TO SOUTHWEST VILLAGE	125.57
LOTS 48-50 MAPLE ST SMITHSON'S SUB	1,643.00
LOT 9 HARTFORD SUB. OF BUTLER & FISHER'S ADD.	150.03
LOTS 17-19 MAPLE ST CAMPBELLS SUB IN LAWRENCE'S ADD.	243.84
LOTS 21-23 POPLAR AVE. MC NAIR & SMITH'S ADD.	126.95
E 39 1/2 FT LOT 1201 WACO AVE. LEWELLEN ADD.	108.95

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year 2012 and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this 6th day of December, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
November 22, 2011**

TO: Mayor and City Council

SUBJECT: 2012 Narcotic Seizure Fund Budget

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Adopt the budget for the Narcotic Seizure Fund.

Background: The Wichita Police Department has utilized the Narcotic Seizure Fund for approximately a decade to fund drug-related Police operations. The Narcotic Seizure Fund consists of monies from federal, state, and other agencies obtained as a result of investigations into illegal enterprises such as the possession and sale of narcotics. After the judicial process is completed, the funds are awarded to the Department. The Wichita Police Department adheres to stringent federal and state guidelines in accounting for and using the Narcotic Seizure Fund.

Analysis: The budget for the Narcotic Seizure Fund is adopted to permit the expenditure of funds forfeited to the Wichita Police Department. Federal and state regulations require separate accounts for assets forfeited under different forfeiture programs.

Financial Considerations: As of September 30, 2011, the Narcotic Seizure Fund balance totaled \$545,333. The following budget is recommended for 2012:

	<u>Amount</u>
Undercover buy money	\$ 80,000
Undercover vehicle maintenance	45,000
Undercover fleet replacement	50,000
Undercover vehicle fuel	56,700
Undercover equipment	25,000
Undercover rent	31,000
Law enforcement training	30,000
Annual audit	500
Utilities	5,500
Advertising	700
<u>Contingency/helicopter*</u>	<u>75,600</u>
TOTAL	\$400,000

*Contingency balance subject to change based on final Fund balance at the end of 2011.

Goal Impact: Provide a Safe and Secure Community by placing an emphasis on eliminating illegal enterprises such as the possession and sale of narcotics.

Legal Considerations: Federal and State laws require local units of government to use forfeited assets to supplement the funds dedicated to law enforcement and prohibit supplanting local funds with forfeited assets.

Recommendations/Actions: It is recommended that the City Council adopt the 2012 Narcotic Seizure Fund budget.

Attachments: None.

**City of Wichita
City Council Meeting
November 22, 2011**

TO: Mayor and City Council

SUBJECT: Resolutions Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve resolutions.

Background: The Federal Transit Administration (FTA) grant application process requires resolutions by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolutions is to authorize staff to file for eligible federal funds for the support of the City's transit services for Fiscal Year 2012 (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). Transit staff held a public hearing on November 18, 2011, with no adverse comments. Section 5307 funds are 80% federal and 20% local match, with the exception of Capital Cost of Contracting funds, which are 50% federal and 50% local match.

Analysis: The proposed resolutions authorize the filing of application for the following funding:

- § Planning and Program Support - \$970,000
- § Security - \$200,000
- § ADA - \$513,000
- § Preventative Maintenance - \$2,735,000
- § Capital Cost of Contracting - \$1,000,000
- § Pass-through - \$250,000
- § Security Cameras - \$50,000
- § Shelters/Benches - \$100,000

Financial Consideration: The total grant request is \$5,818,000. The federal share is \$4,354,400, and the local match of \$1,463,600 will be split between the City of Wichita (\$1,413,600), Sedgwick County (\$40,000) and the City of Derby (\$10,000).

Goal Impact: Funding from this grant will support Wichita Transit's role in providing for Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The Law Department has reviewed and approved the resolutions as to form.

Recommendation/Actions: It is recommended that the City Council approve the resolutions and authorize the necessary signatures.

Attachments: Resolutions

RESOLUTION NO. 11-271

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT FY 2012 SECTION 5307 PROJECTS

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: Preventive Maintenance, Planning, ADA and Capital Cost of Contracting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on November 22, 2011.

Carl Brewer, Mayor

Attest:

Karen Sublett, MMC, City Clerk

(seal)

Approved as to form:

Gary E. Rebenstorf, Director of Law

RESOLUTION NO. 11-272

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT FY 2012 SECTION 5307 PROJECTS

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: Security Cameras, Shelters and Benches.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on November 22, 2011.

Carl Brewer, Mayor

Attest:

Karen Sublett, MMC, City Clerk

(seal)

Approved as to form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
November 22, 2011**

TO: Mayor and City Council

SUBJECT: Deedback and Release of Property (The Coleman Company) (District I & Maize)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Place the Ordinance on first reading.

Background: In 1993, the City Council approved the issuance of \$10,036,800 in Industrial Revenue Bonds (“IRBs”) for The Coleman Company (“Coleman”) to finance the new corporate headquarters on North Hydraulic. The City also entered into a Site Lease, Lease, and Indenture with Coleman securing the IRBs with all Coleman land and improvements in Wichita and Maize. The property securing the 1993 IRBs has carried through in subsequent bond issues. The company is requesting the release of certain real estate and equipment financed for the Maize project from all outstanding bond documents. The real estate and equipment are valued at \$8,994,708.

Analysis: Coleman intends to sell its Maize facility and has therefore requested that the City release and convey that property from the Maize project pledged in outstanding bond documents. Bond documents will be amended to exclude Coleman’s property in Maize by consent of the parties to the Lease, Site Lease and Indenture. All other terms of the original bond documents will remain. The bonds are all owned by Coleman, so bondholder consent is not required.

Financial Considerations: Coleman will be responsible for any expenses incurred in documenting the necessary amendments and publishing the authorizing Ordinance.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City’s IRB program for future projects.

Legal Considerations: In addition to authorizing the release and conveyance of the Maize project, the bond ordinance also authorizes the release of property financed by Series VII, 2000 Bonds from the lien of the 2000 Bond Indenture and the conveyance of said property to Coleman by Bill of Sale. The Series VII Bonds have reached maturity and have been paid in full.

The Law Department has approved the ordinance as to form. *Any amended documents are subject to review and approval by the Law Department prior to execution.*

Recommendations/Actions: It is recommended that the City Council place on first reading the Ordinance authorizing amendments to bond documents to release and convey Coleman’s Maize property, and release and convey the 2000 bond-financed property and authorize necessary signatures.

Attachments: Ordinance

ORDINANCE NO. 49-159

AN ORDINANCE APPROVING THE REDEMPTION OF A PORTION OF CERTAIN OUTSTANDING TAXABLE INDUSTRIAL REVENUE BONDS (THE COLEMAN COMPANY, INC.) OF THE CITY OF WICHITA, KANSAS; AUTHORIZING THE AMENDMENT OF THE TRUST INDENTURE, THE SITE LEASE AND THE LEASE, TO RELEASE CERTAIN REAL ESTATE AND EQUIPMENT FROM THE PROVISIONS THEREOF; AND AUTHORIZING THE EXECUTION OF A RELEASE OF REAL ESTATE, BILL OF SALE AND ALL SUCH OTHER DOCUMENTS NECESSARY TO EFFECT SAID REDEMPTION AND RELEASE.

WHEREAS, the city of Wichita, Kansas (the “Issuer”), is a first class city duly created, organized and existing under the laws of the State of Kansas; and

WHEREAS, the Issuer has heretofore determined that it is desirable in order to promote stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its taxable industrial revenue bonds for the purpose of purchasing acquiring, constructing and equipping improvements and additions to existing facilities located in the city of Wichita, Kansas and the city of Maize, Kansas (collectively, the “Project”); and

WHEREAS, the Issuer previously issued its Taxable Industrial Revenue Bonds, Series XIV, Series 2001 (The Coleman Company, Inc.) (the “2001 Bonds”), in the original principal amount of \$12,165,214.24, its Taxable Industrial Revenue Bonds, Series IX, 2002 (The Coleman Company, Inc.) (the “2002 Bonds”), in the original principal amount of \$13,519,041.38, its Taxable Industrial Revenue Bonds, Series IX, 2004 (The Coleman Company, Inc.) (the “2004 Bonds”), in the original principal amount of \$17,970,208, its Taxable Industrial Revenue Bonds, Series VIII, 2005 (The Coleman Company, Inc.) (the “2005 Bonds”), in the original principal amount of \$10,085,623.22, its Taxable Industrial Revenue Bonds, Series VII, 2006 (The Coleman Company, Inc.) (the “2006 Bonds”), in the original principal amount of \$5,498,669.78, its Taxable Industrial Revenue Bonds, Series VIII, 2007 (The Coleman Company, Inc.) (the “2007 Bonds”), in the original principal amount of \$23,862,092.81, its Taxable Industrial Revenue Bonds, Series IX, 2008 (The Coleman Company, Inc.) (the “2008 Bonds”), in the original principal amount of \$6,347,135.72 and its Taxable Industrial Revenue Bonds, Series IV, 2009 (The Coleman Company, Inc.) (the “2009 Bonds”), in the original principal amount of \$5,274,528.48 (collectively, the “Bonds”) pursuant to a Trust Indenture dated as of December 1, 1993, as amended and supplemented (the “Original Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the “Trustee”), for the purpose of purchasing, acquiring, constructing and equipping the Project, as more fully described in the Original Indenture; and

WHEREAS, in connection with the issuance of the Bonds, The Coleman Company, Inc., a Delaware corporation (the “Tenant”) leased certain real property and existing improvements thereon (the “Land”) on which the Project is located to the Issuer pursuant to a Site Lease dated as of December 1, 1993 (the “Original Site Lease”); and

WHEREAS, in connection with the issuance of the Bonds, the Issuer leased the Project, including the Land, to the Tenant pursuant to the terms of a Lease dated as of December 1, 1993, as amended and supplemented (the “Original Lease”), by and between the Issuer and the Tenant; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Original Indenture; and

WHEREAS, a portion of the proceeds of the Bonds were used to purchase certain equipment located on certain real property comprising a portion of the Project as more particularly described on **Exhibit A** attached hereto (collectively, the “Maize Project”); and

WHEREAS, pursuant to **Section 302** of the Indenture, the Bonds are subject to redemption and payment prior to maturity, at the option of the Issuer, upon instructions from the Tenant, as a whole or in part on any Accretion Date at a redemption price equal to the Accreted Value of the Bonds; and

WHEREAS, the Tenant has instructed the Issuer to redeem \$827,900.56 Accreted Value of the 2001 Bonds, \$1,016,725.08 Accreted Value of the 2002 Bonds, \$3,874,146.52 Accreted Value of the 2004 Bonds, \$783,507.96 Accreted Value of the 2005 Bonds, \$423,990.25 Accreted Value of the 2006 Bonds, \$873,086.18 Accreted Value of the 2007 Bonds, \$489,123.98 Accreted Value of the 2008 Bonds and to redeem \$706,227.90 Accreted Value of the 2009 Bonds (collectively, the “Redeemed Bonds”) on or about November 30, 2011, or as soon thereafter as possible (the “Redemption Date”); and

WHEREAS, The Coleman Company, Inc. (the “Bondowner”) is owner of 100% of the Bonds Outstanding; and

WHEREAS, the Bondowner has advised the Issuer that the Bondowner will waive all requirements of notice of redemption of the Bonds, will waive the requirement of redemption on an Accretion Date and will consent to the redemption of the Redeemed Bonds on the Redemption Date; and

WHEREAS, the Issuer has received notice of the Tenant’s intent to exercise its option to purchase the Maize Project on or about the Redemption Date; and

WHEREAS, the Issuer hereby finds it necessary and desirable to enter into an amendment to the Original Indenture, the Original Site Lease and the Original Lease and to execute a Release of Real Estate and Bill of Sale in connection with the redemption of the Bonds and the exercise of option by the Tenant to purchase the Maize Project and that the Issuer and the Trustee enter into a Second Amendment to Trust Indenture (the “Second Amendment to Indenture”), the Second Amendment to Site Lease (the “Second Amendment to Site Lease”) and the Third Amendment to Lease (the “Third Amendment to Lease”) in connection with the release of the Maize Project from the provisions of the Original Indenture, the Original Site Lease and the Original Lease; and

WHEREAS, the Second Amendment to Indenture, the Second Amendment to Site Lease, the Third Amendment to Lease, the Release of Real Estate and the Bill of Sale are herein collectively referred to as the “Release Documents”; and

WHEREAS, the Trustee, the Tenant and 100% of the Bondowners have or will consent to the execution of the Release Documents; and

WHEREAS, the Original Indenture and the Second Amendment to Indenture are herein collectively referred to as the Indenture; and

WHEREAS, the Original Site Lease and the Second Amendment to Site Lease are herein collectively referred to as the Site Lease; and

WHEREAS, the Original Lease and the Third Amendment to Lease are herein collectively referred to as the Lease; and

WHEREAS, the Governing Body of the Issuer deems it advisable to approve the execution of the Release Documents in connection with the redemption of the Bonds and the release of the Maize Project from the provisions of the Indenture, Site Lease and the Lease; and

WHEREAS, the Trustee has certified that the 2000 Bonds have been paid in full and no 2000 Bonds remain Outstanding; and

WHEREAS, the Company desires to exercise its option to purchase that portion of the Project financed with the 2000 Bonds; and

WHEREAS, the City hereby waives the notice provisions of the Seventh Supplemental Lease dated as of December 1, 2000, with respect to the Company’s exercise of its option to purchase the 2000 Additions and finds and determines it necessary and desirable to execute a Bill of Sale conveying the 2000 Additions to the Company and to release the 2000 Additions from the Lease and from the pledge of the Indenture.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Approval and Execution of the Release Documents. The Governing Body of the Issuer hereby deems it desirable and hereby approves and authorizes the proposed amendments of the Indenture, Site Lease and the Lease to release the Maize Project from the provisions thereof, contingent upon receipt of all necessary approvals and consents and the compliance with all requirements of the Indenture, the Site Lease, the Lease and other Bond documents, and the Mayor is hereby authorized and directed to execute and deliver the Release Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance (copies of said documents shall be filed in the records of the Issuer) for and on behalf of and as the act and deed of the Issuer. The City Clerk or any Deputy City Clerk is hereby authorized and directed to attest to and affix the Issuer's official seal to the Release Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 2. Authorization of Bill of Sale. The City is hereby authorized to deliver a Bill of Sale conveying the 2000 Additions from the City to the Tenant.

Section 3. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force and effect from and after its passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 9, 2011.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

EXHIBIT A

See Attached

**City of Wichita
City Council Meeting
November 22, 2011**

TO: Mayor and City Council

SUBJECT: Budget Revision for the Drainage Project to serve an area along Maize, south of 29th Street North (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the budget revision.

Background: The City Council approved a development agreement on March 20, 2007 between the City of Wichita, New Market V, LLC and Eastside Development, LLC to allow development in the Cadillac Lake drainage basin and to protect properties downstream from increased flooding. On November 6, 2007, the City Council approved a resolution ordering a public hearing on November 20, 2007 to allow the project to proceed. At that time, the City Council approved a petition for drainage improvements in Pearson Commercial Addition and New Market V Addition with an estimated project cost of \$2,900,000. The development agreement dated January 31, 2008 permitted a portion of the stormwater detention project to be constructed privately by Lowes Home Centers, Inc. and these final detention costs would be included in the public drainage improvements. On October 13, 2009, the City Council increased the project budget to \$4,260,000. Eastside Development, LLC, the developer of Pearson Commercial Addition has submitted a new petition to update the improvement district to reflect the platting of their property and to revise the project budget.

Analysis: The project provides drainage improvements required for new commercial development and provides flood protection for an existing residential neighborhood. The project budget is being increased by \$520,000 to include the public infrastructure costs constructed by Lowe's Home Centers.

Financial Considerations: The current approved budget is \$4,260,000, with \$1,410,000 paid by the improvement district and \$2,850,000 paid by City General Obligation Bonds. The proposed revised budget is \$4,780,000, with \$1,577,400 paid by the improvement district, \$3,202,600 paid by the City General Obligation bonds. The City's project funding will be shared between the General ***Obligation-at large*** in the amount of \$2,402,600 and \$800,000 paid by the Stormwater Utility. The project's budget increase is available from the Cadillac Lake Drainage project in the proposed 2011-2020 Capital Improvement Program. Below is a table summarizing the revised project budget as associated funding sources:

City Share, General Fund <i>GO-At Large</i>	\$2,402,600
City Share, Stormwater Utility	\$ 800,000
New Market V, Special Assessment	\$ 788,700
<u>Eastside Investments, LLC</u>	<u>\$ 788,700</u>
	\$4,780,000

Goal Impact: This project addresses the Efficient Infrastructure goal by providing the construction of drainage improvements in a developing area. It also addresses the Economic Vitality and Affordable Living goal by providing the public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The petition and amending resolution have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the budget revision, approve the petition, adopt the amending resolution and authorize the necessary signatures.

Attachment: Petition, CIP sheet, and amending resolution.

First Published in the Wichita Eagle on November 25, 2011

RESOLUTION NO. 11-273

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 332 (ALONG MAIZE, SOUTH OF 29TH ST. NORTH) 468-84396 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 332 (ALONG MAIZE, SOUTH OF 29TH ST. NORTH) 468-84396 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 09-314 on adopted on October 13, 2009 is hereby rescinded as well as the previously rescinded Resolution No. 08-475 adopted on October 7, 2008 and Resolution No. 07-655 adopted on November 20, 2007.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Drain No. 332 (along Maize, south of 29th St. North) 468-84396.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Four Million Seven Hundred Eighty Thousand Dollars (\$4,780,000), with \$3,202,600 payable by the City at Large with the remainder paid by the above described Improvement District subject to the terms and conditions of the aforementioned Developer's Agreement and amendments thereto.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PEARSON COMMERCIAL ADDITION

Lots 1,4,5,6 & 7, Block 1, Pearson Commercial Addition, Wichita, Sedgwick County, Kansas.

NEWMARKET V ADDITION

Newmarket V Addition, an Addition to Wichita, Sedgwick County, Kansas

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lot 1 EXCEPT the north 50 feet, Block 1, PEARSON COMMERCIAL ADDITION, Wichita, Sedgwick County, Kansas shall pay 4601/10000 of the total cost of the improvement.

Lot 4, Block 1, PEARSON COMMERCIAL ADDITION, Wichita, Sedgwick County, Kansas shall pay 140/10000 of the total cost of the improvement.

Part of Lot 5, Block 1, PEARSON COMMERCIAL ADDITION, Wichita, Sedgwick County, Kansas less the North 36.87 feet of the West 198.00 feet shall pay 35/10000 of the total cost of the improvement. Part of Lots 5 and 6 in Block

1, PEARSON COMMERCIAL ADDITION to Wichita, Sedgwick County, Kansas, according to the recorded plat thereof more particularly described as follows: Lots 5 & 6 EXCEPT beginning at the southwest corner of Lot 6; thence north 105.63 feet; thence east 198 feet; thence south 142.5 feet; thence west 198 feet to the west line of Lot 5, thence north 36.87feet to the point of beginning, shall pay 58/10000 of the total cost of the improvement.

Part of Lot 6, Block 1, PEARSON COMMERCIAL ADDITION, Wichita, Sedgwick County, Kansas less the South 105.63 feet of the West 198.00 feet shall pay 64/10000 of the total cost of the improvement.

Lot 7, Block 1, PEARSON COMMERCIAL ADDITION, Wichita, Sedgwick County, Kansas shall pay 102/10000 of the total cost of the improvement.

NEWMARKET V ADDITION, an Addition to Wichita, Sedgwick County, Kansas shall pay 5000/10000 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of November 2011.

CARL BREWER, MAYOR

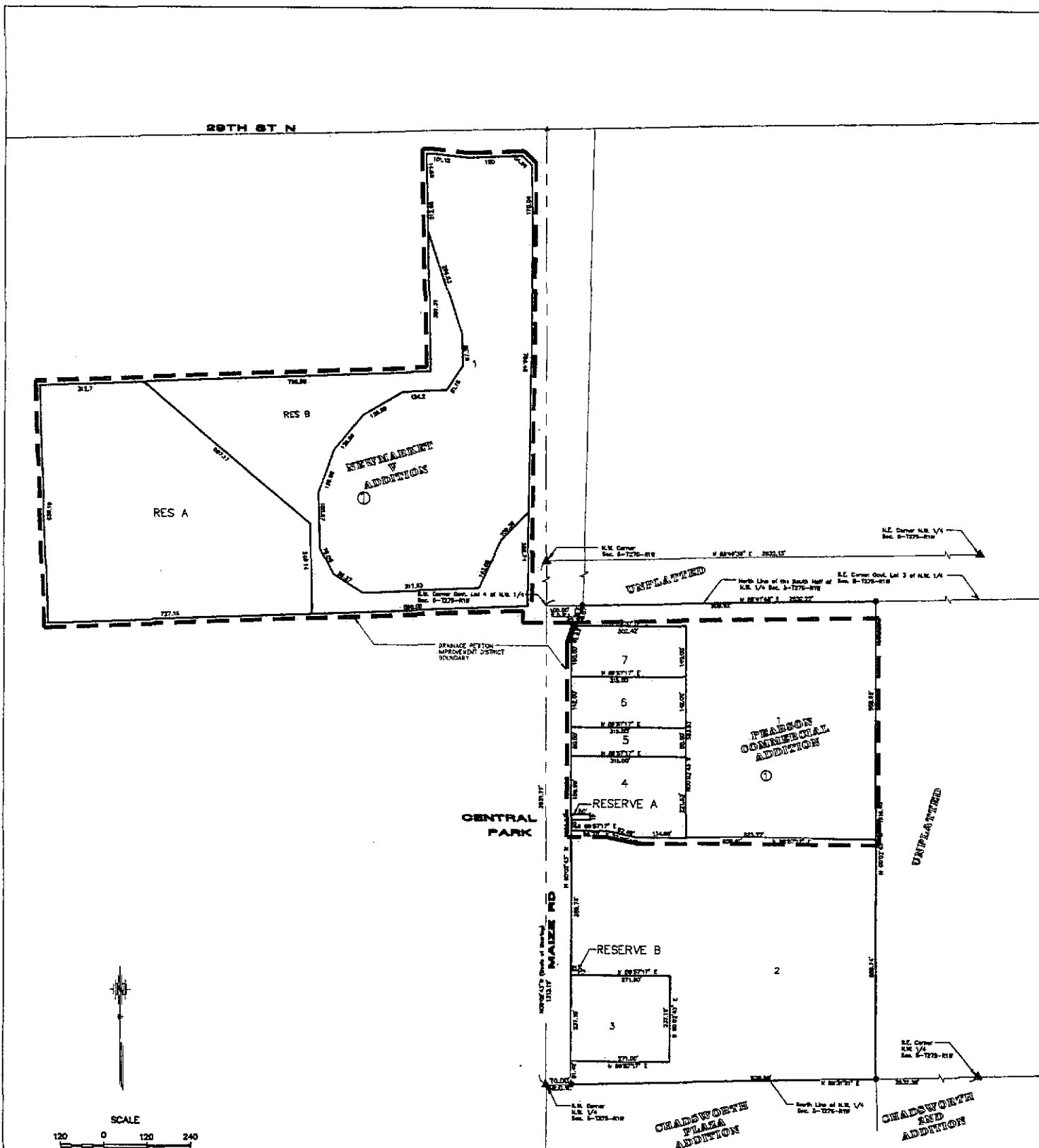
ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED:

GARY REBENSTORF, DIRECTOR OF LAW

CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA					USE: To Initiate Project <input style="width: 50px; height: 20px;" type="text"/> To Revise Project <input checked="" style="width: 50px; height: 20px;" type="text"/>	1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location			
Public Works & Utilities	Stormwater Management	11/22/2011	Stormwater Drain for Pearson Commercial and New Market V			
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date			
NI-200424		2009				
9. Estimated Start Date As Required	10. Estimated Completion Date As Required		11. Project Revised			
			Budget increased by \$520,000 to include the Eastside Investment public infrastructure improvement credit			
12. Project Cost Estimate					12A.	
ITEM	GO	SA	OTHER *	TOTAL		
Right of Way						
Paving, grading & const.						
Bridge						
Drainage	\$3,202,600	\$1,577,400		\$4,780,000		
Sanitary Sewer						
Sidewalk						
Water						
Traffic Signals & Turn Lanes						
Totals	\$3,202,600	\$1,577,400		\$4,780,000		
Total CIP Amount Budgeted						
Total Prelim. Estimate						
13. Recommendation: Approve the budget adjustment and Adopt the resolution.						
Division Head		Department Head		Budget Officer	City Manager	
Date		Date		Date	Date	



IMPROVEMENT DISTRICT EXHIBIT

PEARSON COMMERCIAL ADDITION

TO WICHITA, SEDGWICK COUNTY, KANSAS

LOCATED IN THE NW 1/4, SECTION 8, T27S, R1W OF THE 6 P.M.

RECEIVED

AUG 17 '11

DRAINAGE PETITION

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

PEARSON COMMERCIAL ADDITION

Lots 1,4,5,6 & 7, Block 1, Pearson Commercial Addition, Wichita, Sedgwick County, Kansas.

do hereby re-petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed drainage improvements to serve Pearson Commercial Addition including but not limited to detention ponds, weirs, lift stations, storm sewer, and BMPs to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, on property that will be dedicated to the City of Wichita subject to the Developer's Agreement executed between the City of Wichita and Eastside Development, LLC, New Market V, LLC, and Bruce A. and Esther L. Pearson dated _____ with amendments thereto and in accordance with Resolution No. 09-314.
- (b) That the estimated and probable cost of the foregoing improvements being FOUR MILLION TWO HUNDRED SIXTY THOUSAND DOLLARS (\$4,260,000), with \$705,000 previously petitioned against Pearson Commercial Additions, less work previously performed by Petitioner under separate contract over a portion of Pearson Commercial Addition in the amount of \$553,000, resulting in a net amount payable of \$152,000 by the above described Improvement District subject to the terms and conditions of the aforementioned Developer's Agreement and amendments there to and \$2,850,000 payable by the City at Large. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after October 1, 2011.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable in accordance with the terms and conditions of the aforementioned Developer's Agreement and this petition.

Pearson Commercial Addition-Drainage Re-Petition

1

SWD 332

468-84396

If this improvement: (i) is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, or (ii) is abandoned at any state during the design and/or construction of the improvement, or (iii) requires the redesign, repair or reconstruction by the City of Wichita after its initial design or construction because the design or construction does not meet the requirements of the City; then in any of the foregoing events the Developers' Agreement shall control."

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lot 1, Block 1, Pearson Commercial Addition, Wichita, Sedgwick County, Kansas shall pay 67/100 of the total cost of the improvement.

Lot 4, Block 1, Pearson Commercial Addition, Wichita, Sedgwick County, Kansas shall pay 12/100 of the total cost of the improvement.

Part of Lot 5, Block 1, Pearson Commercial Addition, Wichita, Sedgwick County, Kansas less the North 36.87 feet of the West 198.00 feet shall pay 3/100 of the total cost of the improvement.

Part of Lots 5 and 6 in Block 1, Pearson Commercial Addition to Wichita, Sedgwick County, Kansas, according to the recorded plat thereof more particularly described as follows: Lots 5 & 6 EXCEPT beginning at the southwest corner of Lot 6; thence north 105.63 feet; thence east 198 feet; thence south 142.5 feet; thence west 198 feet to the west line of Lot 5, thence north 36.87 feet to the point of beginning, shall pay 5/100 of the total cost of the improvement.

Part of Lot 6, Block 1, Pearson Commercial Addition, Wichita, Sedgwick County, Kansas less the South 105.63 feet of the West 198.00 feet shall pay 5/100 of the total cost of the improvement.

Lot 7, Block 1, Pearson Commercial Addition, Wichita, Sedgwick County, Kansas shall pay 8/100 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

Signature blocks on next page

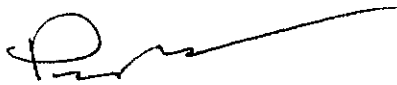
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

PEARSON COMMERCIAL ADDITION

Part of Lots 5 and 6 in Block 1, Pearson Commercial Addition to Wichita, Sedgwick County, Kansas, according to the recorded plat thereof and further described as follows:
Lots OTS 5 & 6 EXC BEG SW COR LOT 6 N
105.63 FT E 198 FT S 142.5 FT W 198 FT T W
LI LOT 5 N 36.87 FT TO BEG BLOCK 1
PEARSON COMMERCIAL ADD

8/14/11

By: 
MANAGER

CFT Developments, LLC, a California Limited Liability Co.

PEARSON COMMERCIAL ADDITION

Lots 1, 4, Part of Lot 5 less the North 36.87 feet of the West 198.00 feet, Part of Lot 6 less the South 105.63 feet of the West 198.00 feet and Lot 7, Block 1, Pearson Commercial Addition to Wichita, Sedgwick County, Kansas.

8/14/11

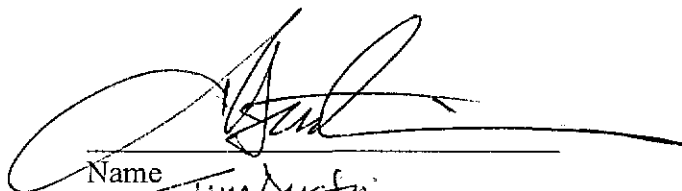
By: 
MEMBER

Eastside Development, LLC, a Kansas Limited Liability Co.

End of Petition

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.



Name

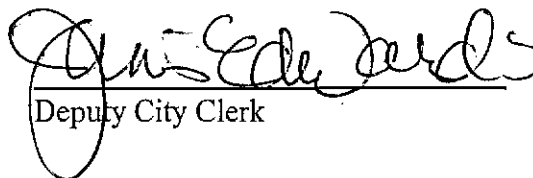
Tim Austin
Poe & Associates, Inc.

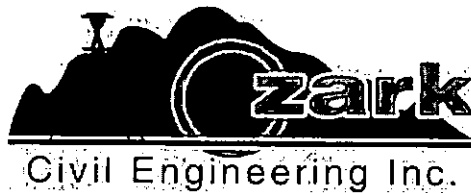
5940 E. Central, Wichita
Address

316.685.4114
Telephone Number

Sworn to and subscribed before me this 17 day of August, 2011.




Deputy City Clerk



Civil Engineering Inc.
13200 Metcalf Avenue, Suite 260 • Overland Park, KS 66213
913-310-0470

October 17, 2011

Mr. Scott Lindebak, P.E.
City of Wichita
455 N Main
Wichita, KS 67202
316-268-4545

Re: 29th and Maize Road / Cadillac Lake

Dear Mr. Lindebak:

This letter is to provide an outline for credit being requested by East Side Development, LLC in regard to work completed by Lowe's Companies under an agreement dated January 21, 2008 attached as reference.

The agreement provided an engineering estimate provided by our firm as a guideline for improvements that would be allowed as credit toward a petition agreement. We have provided several post construction cost analysis throughout several years of discussions. The below is a summary of cost discussed at the last meeting in January 24, 2011.

CENTRAL PARK PLACE			October 17, 2011		
CITY WORK COMPLETED BY LOWE'S					
ITEMS	QUANTITY	UNIT	UNIT PRICES		TOTAL
Cut/Fill Onsite	113,247	CY	\$3.25	\$/CY	\$368,052.75
Site Clearing	26	Acres	\$1,095.73	\$/Acre	\$28,488.98
Erosion and Sediment Control					
Silt Fence	9,079	LS	\$1.07	\$/LF	\$9,706.25
Erosion Control Stone (light stone)	1	LS	\$500.00	\$/SY	\$500.00
Temporary Seeding	8.00	Acres	\$1,500.00	\$/Acre	\$12,000.00
Water Quality Units (materials only)	1.00	Each	\$101,750.00	\$/Each	\$101,750.00
TOTAL					\$520,498

Cut/Fill Onsite - Quantities were taken from the as-built survey completed by Garber Surveying dated August 28, 2008. The unit price was based on the original petition estimated amount per cubic yard provided by Poe and Associates. As-built document is attached for reference.

BENTONVILLE
1008 Northwest J Street, Suite C
Bentonville, AR 72712
479-464-8850 • 479-464-9040 fax

KANSAS CITY
13200 Metcalf Avenue, Suite 260
Overland Park, KS 66213
913-310-0470

Site Clearing - Cost was derived from bid tabs provided from JR Vannoy and Sons Construction, the general contractor for Lowe's construction. Bid tab document is attached for reference.

Silt Fence - Agreed to calculated quantity and unit price.

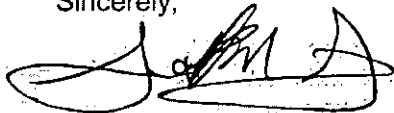
Erosion Control Stone - Agreed to calculated quantity and unit price.

Temporary Seeding - Agreed to calculated quantity and unit price.

Water Quantity Units - Cost based on materials only. Invoice from Contech provided as attachment for reference.

I have included an updated cost estimate with the above items shown for your use as a summary guide.

Sincerely,



Scott P. McGee, P.E., CPESC
Regional V.P.
Ozark Civil Engineering, Inc.

Enclosures: Updated Cost Estimate Spreadsheet
City Agreement
As-built Survey
Vannoy Bid Tab
Contech WQ Units

CC: Christian Ablah, East Side
Brad Saville, East Side
Jonathan Neville, Arnall Golden Gregory

CENTRAL PARK PLACE		CITY WORK COMPLETED BY LOWE'S			October 17, 2011
ITEMS	QUANTITY	UNIT	UNIT PRICES	TOTAL	
Cut/Fill Onsite	113,247	CY	\$3.25	\$368,052.75	
Site Clearing	26	Acres	\$1,095.73	\$28,488.98	
Erosion and Sediment Control					
Silt Fence	9,079	LS	\$1.07	\$9,706.25	
Erosion Control Stone (light stone)	1	LS	\$500.00	\$500.00	
Temporary Seeding	8.00	Acres	\$1,500.00	\$12,000.00	
Water Quality Units (materials only)	1.00	Each	\$101,750.00	\$101,750.00	
TOTAL				\$520,498	



January 31, 2008

Mr. Richard G. Pratt
Lowe's Home Centers, Inc.
1605 Curtis Bridge Road
Wilkesboro, North Carolina 28697

Mr. Christian Ablah
East Side Investments, L.L.C.
8110 East 32nd Street, N., Suite 150
Wichita, Kansas 67226

Mr. Patrick D. Herion
Lowe's Companies, Inc. Midwest Region
1952 McDowell Road, Suite 101
Naperville, Illinois 60563

Newmarket V, LLC
c/o Jerry Jones
727 N. Waco, Suite 400
Wichita, Kansas 67203

Re: Development Agreement regarding Development of 29th and Maize/Cadillac Lake

Gentlemen:

We refer to the certain Development Agreement Regarding Development of 29th and Maize/Cadillac Lake (the "Development Agreement"), dated March 20, 2007 by and among the City of Wichita, Kansas, a corporate body politic and political subdivision of the State of Kansas (the "City"), Newmarket V, LLC, a Kansas limited liability company ("Newmarket"), East Side Investments, L.L.C., a Kansas limited liability company ("East Side") (collectively, Newmarket and East Side are the "Developer") and Bruce A. and Esther L. Pearson, husband and wife ("Pearson"). Capitalized words in this letter of understanding and not otherwise defined herein shall have the same meanings as set forth in the Development Agreement.

We have been informed that East Side intends to enter into a transaction with Lowe's Home Centers, Inc., a North Carolina corporation ("Lowe's") for the development of approximately 11.49 acres (the "Demised Premises"), which is within Parcel 2 of the Improvement District described in the Development Agreement. Pursuant to paragraph 2.1(g) of the Development Agreement, the City, after satisfaction of the contingencies therein, shall create a wetlands preserve and install stormwater detention facilities on Parcel 3 of the Improvement District. As part of the City's installation of the wetland preserve and stormwater detention facilities, certain excess dirt must be removed and relocated onto portions of East Side's property.

Office of the Mayor

City Hall • 1st Floor • 455 N. Main • Wichita, Kansas 67202-1698

T 316.268.4331 • F 316.268.4333

Although the costs for construction of the Project will be funded by the City, certain contributions from Newmarket and East Side will be funded through special assessments, more particularly described in the Petition described in the Development Agreement.

In connection with Lowe's development of the Demised Premises, Lowe's has agreed to install a portion of the stormwater detention facilities on Parcel 3, as more particularly described in the plans and specifications identified on Exhibit A attached hereto (the "Lowe's Parcel 3 Plans"). The City acknowledges the Lowe's Parcel 3 Plans do not encompass all of the stormwater detention facilities required for the Project nor all of the facilities described in the Petition. The Lowe's Parcel 3 Plans represent the construction of stormwater detention facilities needed for Lowe's on the Demised Premises. The installation work identified in the Lowe's Parcel 3 Plans, including the removal of dirt from Parcel 3 and relocating the same on the Demised Premises or other parts of East Side's land, is referred to as the "Lowe's Parcel 3 Detention Work."

The City hereby consents to Lowe's performance of the Lowe's Parcel 3 Detention Work substantially in accordance with the Lowe's Parcel 3 Plans. The City acknowledges such Lowe's Parcel 3 Detention Work will only be performed if Lowe's and East Side complete negotiations for Lowe's occupancy of the Demised Premises. In no event shall the City have any right to compel performance of the Lowe's Parcel 3 Detention Work by Lowe's. If Lowe's so constructs, Lowe's shall provide to the City a construction schedule identifying both the anticipated commencement date and completion date for such Lowe's Parcel 3 Detention Work.

Attached hereto as Exhibit B is an estimate of the costs to be incurred by Lowe's for the Lowe's Parcel 3 Work. Prior to commencing the Lowe's Parcel 3 Detention Work, Lowe's will cause an engineer or surveyor to prepare and deliver to the City a topography survey, certified by the surveyor preparing the same, which certifies the elevations of the portion of Parcel 3 on which the Lowe's Parcel 3 Work will be performed (the "Pre-construction Elevations"). Upon completion of the Lowe's Parcel 3 Detention Work, Lowe's shall (i) cause the engineer or surveyor to prepare and deliver to the City an "as-built" topographical survey, certified by the surveyor preparing the same, certifying the elevation of the portion of Parcel 3 on which the Lowe's Parcel 3 Work has been performed (the "Post-construction Elevations"), and (ii) deliver to the City a statement of all actual costs incurred by Lowe's to perform the Lowe's Parcel 3 Detention Work. The surveyor or engineer that prepares such surveys shall, based on such surveys, calculate the amount of grading and dirt removed and transported from Parcel 3 by the Lowe's Parcel 3 Detention Work (the "Quantity of Removed Dirt") and the engineer shall identify the other costs expended by Lowe's that are associated with Lowe's Parcel 3 Work, including erosion control measures. The engineer shall provide Lowe's and the City with the calculation of the Quantity of Removed Dirt and the total amount of costs incurred for the Lowe's Parcel 3 Work. At such time as the City (or third party designated by the City) obtains and accepts a final bid for the portion of the construction of stormwater detention facilities to be performed by the City, the hard and soft costs for grading, removal and transport of dirt for such City work and the associated work with such construction of the detention facilities shall be identified and certified by the City's (or third party's) engineer for the grading and removal and transport of each cubic yard of dirt to be removed, and such calculation shall include the associated costs, including erosion control measures incurred in connection with the such

grading, removal, transport and work (the "Detention Costs"). The Detention Costs (expressed as a total cost per cubic yard of dirt) shall be multiplied by the Quantity of Removed Dirt for the Lowe's Parcel 3 Work, and the resulting amount (the "Approved Lowe's Costs") shall be deemed a cash contribution to the cost of the Project and shall reduce the amount of costs to be reimbursed to the City by means of future special assessments which would otherwise be levied against East Side as set forth in Section 2.2(b) of the Development Agreement. In the event the final actual Detention Costs incurred by the City (or the third party) exceed the Detention Costs in the approved bid, any excess between the actual Detention Costs for the Quantity of Removed Dirt and the Approved Lowe's Costs shall likewise be deemed an additional cash contribution to the cost of the Project and shall reduce the amount of costs to be reimbursed to the City by means of future special assessments which would otherwise be levied against East Side as set forth in Section 2.2(b) of the Development Agreement. As an example only, if the costs of the Project to be reimbursed by Developer is \$500,000 and if Lowe's incurs Approved Lowe's Costs of \$400,000 to complete the Lowe's Parcel 3 Detention Work, the amount of special assessments that would otherwise be levied against East Side would be reduced by \$400,000 to \$100,000.

Except for the Lowe's Parcel 3 Detention Work, if performed by Lowe's, all other elements of the Project and its construction shall remain the responsibility of the City or the other parties as set forth in the Development Agreement, subject, in all events to the funding requirements for such work in the Development Agreement.


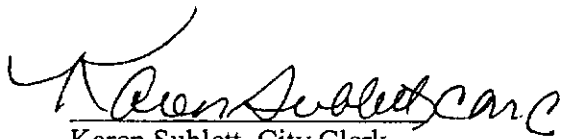
The City acknowledges Lowe's is relying on the provisions and assurances in this letter as a material inducement for Lowe's decision to develop the Lowe's Demised Premises in the retail center in Wichita, Kansas. This letter agreement inures to the successors and assigns of Lowe's. The undersigned officials of the City represent and warrant that each has full authority to execute this letter on behalf of the City and this letter and its agreements are binding on the City.

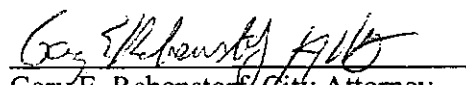
Sincerely,
THE CITY OF WICHITA, KANSAS


Carl Brewer, Mayor

Approved as to from:

Attest:



Karen Sublett, City Clerk


Gary E. Rebenstorff, City Attorney

Letter acknowledged

The foregoing acknowledged and accepted.

LOWE HOME CENTERS, INC.

By: *[Signature]*
Name: Gary L. Wyatt
Title: Senior Vice President

EAST SIDE INVESTMENTS, L.L.C.

By: _____
Name: _____
Title: _____

The foregoing acknowledged and accepted.

LOWE HOME CENTERS, INC.

By: _____
Name: _____
Title: _____

EAST SIDE INVESTMENTS, L.L.C.

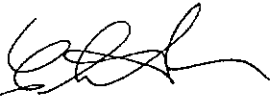
By:  _____
Name: Christian Ablan
Title: member

EXHIBIT A

COPY OR LIST OF LOWE'S PARCEL 3 PLANS

EXHIBIT A

LOWE'S OF NW WICHITA, KS INDEX OF SHEETS

Offsite Exhibit from Ozark

Page	Name	Date	Rev/Bid/CO/ADD
4.1	Demolition Plan Continued	11-14-07	Revision 1
4.2	Demolition Plan Continued	11-14-07	Revision 1
6.1	Erosion control plan (phase I) continued	11-14-07	Revision 1
6.2	Erosion control plan (phase I) continued	11-14-07	Revision 1
7.1	Erosion control plan (phase II) continued	11-14-07	Revision 1
7.2	Erosion control plan (phase II) continued	11-14-07	Revision 1
8.1	Grading and drainage plan continued	11-14-07	Revision 1
8.2	Grading and drainage plan continued	11-14-07	Revision 1
8.4	Storm sewer plan & profile, run A	9-27-07	Addendum 2

EXHIBIT B
ESTIMATE OF COSTS

Lowe's of NW Wichita, KS						January 29, 2008	
CITY WORK BEING COMPLETED BY LOWE'S							
ITEMS	QUANTITY	UNIT	UNIT PRICES		TOTAL		
Cut/Fill Onsite	134.280	CY	\$3.41	/CY	\$457,894.80		
Site Clearing	28	Acres	\$1,095.73	\$/Acre	\$28,488.98		
Erosion and Sediment Control Silt Fence	7,765	LF	\$4.20	\$/LF	\$32,613.00		
Rock Check Dam	1	Each	\$500.00	\$/Each	\$500.00		
Seeding	13.23	Acres	\$2,500.00	\$/Acre	\$33,075.00		
SUBTOTAL					\$552,571.78		
CONTINGENCY	5.0%				\$27,628.59		
GRAND TOTAL					\$580,200.37		

CITY OF WICHITA
City Council Meeting
November 22, 2011

TO: Mayor and City Council

SUBJECT: Payment of Condemnation Award, Appraisers Fees and Court costs in
Condemnation Matter to Acquire Property for Public Right of Way for the
Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize the payment of appraiser's award, together with appraisers' fees and court costs.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. One portion of the Water Supply Plan is the groundwater recharge project. Certain sites were identified as necessary for the capture of above base flow water, locations for water treatment facilities, recharge/recovery wells, and recharge basins. There were 92 parcels identified as being impacted by the project. Ninety tracts were acquired through negotiation. On March 8, 2011 the City Council approved the use of eminent domain to acquire the two remaining tracts.

Analysis: On November 9, 2011 the court appointed appraisers filed their award. They determined the compensation to be paid for the required parcels to be \$50,000. The court approved fees to the three appraisers in the total amount of \$22,500. Court costs are \$178. In order for the City to acquire these properties, it must pay the award, together with fees and costs, to the Clerk of the District Court on or before December 8, 2011.

Financial Considerations: The cost of acquiring these properties will be paid from project funds.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure by acquiring property to complete the public purpose of assuring a future public water supply by development of the Aquifer Storage Recharge project.

Legal Considerations: The City must pay the award with thirty days from the filing of the appraisers' award in order to get title to the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned. In that event the City would still be responsible for all fees, costs and the landowner's attorney fees.

Recommendation/Action: Authorize payment to the Clerk of the District Court in the amount of \$72,678 for acquisition of property and easements condemned in the subject case.

Attachments: Report of Appraisers and Order Approving Report of Appraisers.

Second Reading Ordinances for November 22, 2011 (first read on November 15, 2011)

Ordinance Changes to the Electrical Code (Title 19 of the City Code)

ORDINANCE NO. 49-152

An Ordinance amending Sections 19.04.020, 19.04.035, 19.08.150, 19.12.010, 19.12.040, 19.12.210, 19.22.095, 19.22.100 and 19.22.190 of the code of the City of Wichita, Kansas; creating Sections 19.08.155, 19.12.186, 19.12.193, 19.12.230, 19.22.096 and 19.22.105; of the code of the city of Wichita, Kansas, and repealing the originals of Sections 19.04.020, 1-9.04.035, 19.08.150, 19.12.010, 19.12.040, 19.12.060, 19.12.210, 19.22.095, 19.22.100 and 19.22.190 ; all pertaining to the electrical code of the City of Wichita, Kansas.

ZON2011-00026 – City zone change from SF-5 Single-family Residential (“SF-5”) to B Multi-family Residential (“B”); generally located northeast of the intersection of west Maple Street and south Anna Street (District IV)

ORDINANCE NO. 49-153

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2011-00027 Zone change from SF-5 Single-Family Residential to LC Limited Commercial with a Protective Overlay; generally located east of Ridge Road and northwest of Taft Avenue and Summit Lawn Drive. (District V)

ORDINANCE NO. 49-154

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

A11-04 – Annexation of street right-of-way segments abutting the City limits (Districts I and IV)

ORDINANCE NO. 49-155

An ordinance including and incorporating certain right-of-way segments within the limits and boundaries of the City of Wichita, Kansas. (A11-04)

Economic Incentive Agreement with Bombardier Learjet. (District V)

ORDINANCE NO. 49-160

An ordinance of the city of Wichita, Kansas, authorizing, prescribing the form and authorizing the execution of an economic development grant agreement by and between the City of Wichita, Kansas and Learjet, Inc.

City of Wichita
City Council Meeting
November 22, 2011

TO: Mayor and City Council

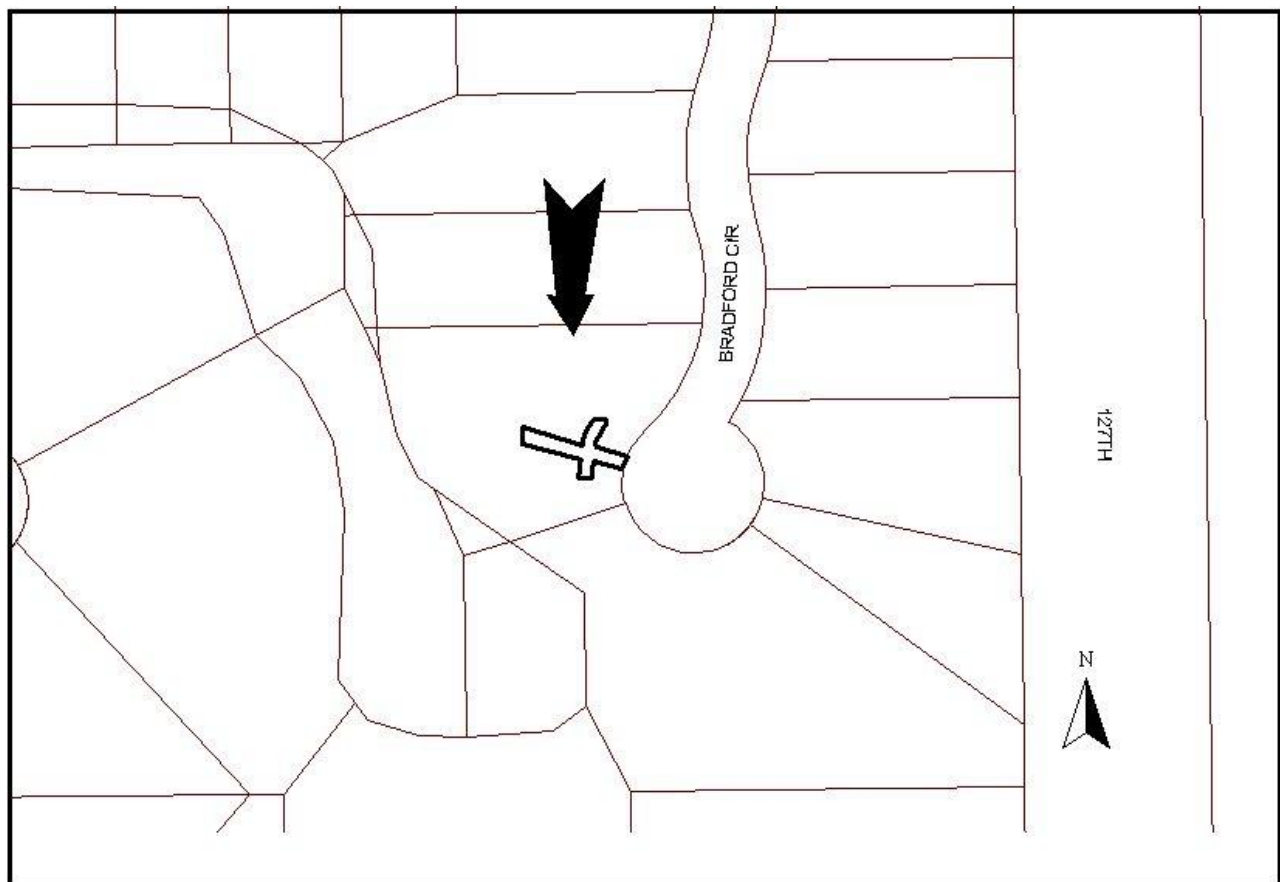
SUBJECT: VAC2011-00024 - Request to vacate portions of a platted setback, a platted utility easement and a floodway; generally located south of 13th Street North, west of 127th Street East, east of Whitetail Street, on the west side of Bradford Circle. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request.



Background: The applicant proposes to vacate the west 5 of the platted 25-foot front yard setback on the SF-5 Single-family Residential (“SF-5”) zoned Lot 17, Block 1, White Tail Addition. The Unified Zoning Code’s minimum front yard setback for the SF-5 zoning district is 25 feet. If the setback was not platted the applicant could request an Administrative Adjustment that would reduce the SF-5 zoning district’s minimum 25-foot front yard setback by 20%, resulting in a 20-foot front yard setback, which is what the applicant is requesting. There are no utilities within the described 10-foot wide utility easement. There are no utilities located within the described floodway. The White Tail Addition was recorded with the Register of Deeds November 12, 1993.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant’s expense.

Goal Impact: The application supports the City’s goal to Ensure Efficient Infrastructure.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission to approve the Vacation Order and authorize the necessary signatures.

Attachments: None.

City of Wichita
City Council Meeting
November 22, 2011

TO: Mayor and City Council

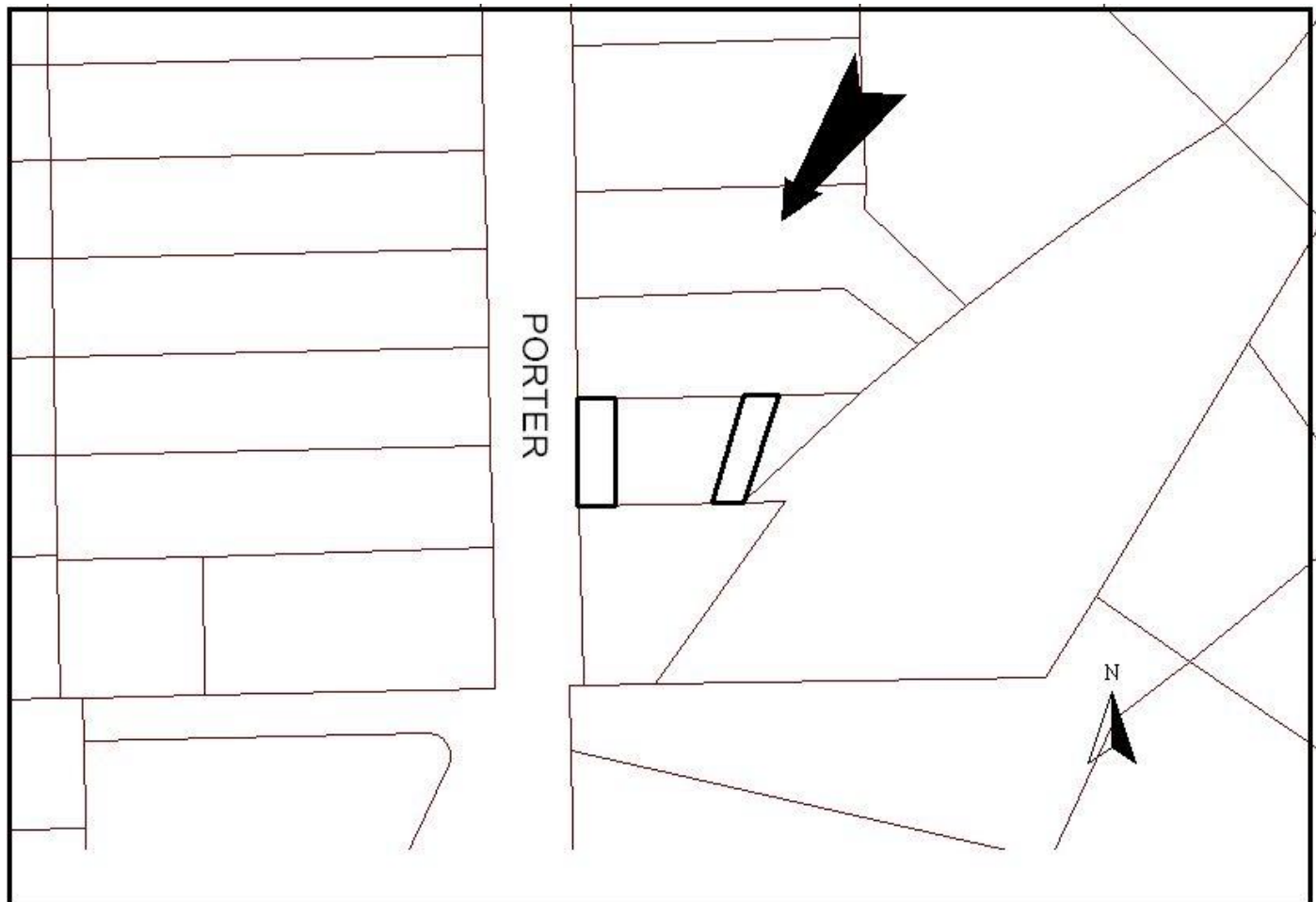
SUBJECT: VAC2011-00025 - Request to vacate a portion of a platted setback and a platted easement; generally located east of Amidon Avenue and south of 32nd Street North, on the east side of Porter Avenue (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request.



Background: The applicant proposes to vacate the east 5 feet of the platted 25-foot front yard setback on the SF-5 Single-family Residential (“SF-5”) zoned Lot 3, the L.J. Timmermeyer Addition. The Unified Zoning Code’s minimum front yard setback for the SF-5 zoning district is 25 feet. If the setback was not platted the applicant could request an Administrative Adjustment that would reduce the SF-5 zoning district’s minimum 25-foot front yard setback by 20%, resulting in a 20-foot front yard setback, which is what the applicant is requesting. The described 16-foot wide platted easement has no utilities located in it. The Timmermeyer Addition was recorded with the Register of Deeds July 23, 1964.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant’s expense.

Goal Impact: The application supports the City’s goal to Ensure Efficient Infrastructure.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission to approve the Vacation Order and authorize the necessary signatures.

Attachments: None.

City of Wichita
City Council Meeting
November 22, 2011

TO: Wichita Airport Authority

SUBJECT: Rent Valuation Services

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the contract.

Background: The Wichita Airport Authority owns all land and substantially all of the facilities located on Mid-Continent and Colonel James Jabara Airports. The land and facilities are leased to tenants at negotiated rates based on a fair market value methodology. In order to conduct a negotiation for a new lease, there is a current need to have a rent study performed on the fixed-base operation (FBO) at Jabara Airport which is under lease to, and operated by, Midwest Corporate Aviation. There are a total of ten (10) separate agreements (all with different initial and option duration terms) consisting of eight (8) clear-span/community hangars, T-hangars, administrative offices, FBO customer service areas, apron/tie-down areas (under management agreement), parking lots, aviation fuel storage, and some undeveloped land. Rent valuation of an FBO operation is a specialized service and requires a working knowledge of the aviation industry, including FBO and related general aviation facilities and associated activities.

Analysis: A Request for Proposals was published to solicit qualified real estate appraisal companies to conduct lease/rental analysis services of the FBO land and facilities at Jabara Airport along with allowing for optional on-call comprehensive real estate and improvements evaluation, analysis, leasing rates and policies recommendations for Jabara Airport and/or Mid-Continent Airport. Two responses were received from national aviation consulting firms. After reviewing the responses and conducting telephone interviews, the Staff Screening and Selection Committee selected Airport Business Solutions (ABS) to provide the services. The company brings extensive experience in airport consulting and has performed similar engagements at other airports.

A contract has been prepared to engage ABS to furnish professional services generally associated with market rent analysis, land and facility appraisal, and real estate leasing rates and policies. The rent study of the FBO operation at Jabara Airport will include a site visit by the project manager which will include, at a minimum, a detailed inspection of Jabara Airport including the infrastructure and current/proposed FBO leasehold property; meeting consultation with FBO owner and management staff; and meeting consultation with Authority staff. Individual task orders will be prepared to define scope and budget as needs are identified for on-call comprehensive real estate and improvements valuations, lease rates analysis, market value rental appraisals, and leasing policy recommendations for Col. James Jabara Airport and/or Mid-Continent Airport.

Financial Considerations: The term of the agreement shall be for a period of three (3) years and may be renewed for two (2) additional one (1) year periods. The rent study of the FBO operation at Jabara Airport shall be a fixed "lump sum" fee of \$10,500. The on-call services will be charged at the contracted hourly rates and will not exceed \$25,000 on an annual basis including expenses. There is operating budget available for this expenditure.

Goal Impact: The Wichita Airport Authority's contribution to the Economic Vitality of Wichita is promoted through establishing rental rates that are negotiated based on a fair market basis methodology.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the contract and authorize necessary signatures.

Attachments: Contract.

CONTRACT
for
CONSULTING SERVICES
between
WICHITA AIRPORT AUTHORITY

and

ABS AVIATION CONSULTANCY, INC.
D/B/A AIRPORT BUSINESS SOLUTIONS

THIS CONTRACT, made this **22nd day of November, 2011** by and between the **WICHITA AIRPORT AUTHORITY**, Wichita, Kansas, party of the first part, hereinafter referred to as the "OWNER" and **ABS AVIATION CONSULTANCY, INC. D/B/A AIRPORT BUSINESS SOLUTIONS**, Tampa, Florida, party of the second part, hereinafter referred to as the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the ownership, operation and administration of Mid-Continent and Colonel James Jabara Airports, and

WHEREAS, the OWNER has solicited proposals for professional consulting services, and the CONSULTANT has submitted the proposal most beneficial to the OWNER as determined through competitive selection, and

WHEREAS it is the desire of both parties that the CONSULTANT furnish professional consulting services generally associated with market rent analysis, land and facility appraisal, and real estate leasing rates and policies, and

WHEREAS, the OWNER is authorized by law to engage a company or companies to perform professional consulting services, and

WHEREAS all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and this Agreement and all sub-consultant agreements, if any, shall be governed by the laws of the State of Kansas.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Project scope to be performed by the CONSULTANT as described in the Scope of Services, which is attached hereto as **EXHIBIT A**, and which is incorporated herein by reference.

ARTICLE II - DURATION TERM

The term of this Agreement shall commence on November 22, 2011 and shall continue for a period of three (3) years ("Initial Term"), with the Initial Term expiring at 12:01 a.m. on November 23, 2014, unless otherwise terminated under provisions agreed to herein. Upon the mutual agreement of both parties this Agreement may be renewed for two (2) additional one (1) year periods ("Option Terms").

ARTICLE III - THE CONSULTANT AGREES

- A. To provide the professional services, project management, equipment, material and transportation to perform the tasks as outlined in **ARTICLE I, SCOPE OF SERVICES**.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications.
- C. To submit to the OWNER in a timely manner, editable, electronic files of all studies and reports in Microsoft Word, as is applicable to this Agreement.
- D. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to third parties or their property or to the OWNER and its property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or sub-consultants occurring in the performance of its services under this Agreement. This liability shall extend to consequential damages suffered by OWNER as a result of loss of revenue, loss of grant or other funding mechanisms, regulatory penalties, changes in construction requirements, or changes in regulatory compliance requirements.
- E. To maintain all books, documents, papers, accounting records applicable to this Agreement, and to make such material available at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.
- F. To not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local

laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in **EXHIBIT B**. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

- G. That it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered sub-organizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in **ARTICLE I, SCOPE OF SERVICES**.
- I. To submit billings to the OWNER for the Project services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER. Progress billings shall also include copies of sub-consultant invoices to the CONSULTANT for the same billing period. Payment to sub-consultants, for satisfactory performance, shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.
- J. To complete and deliver studies and reports required under **ARTICLE I, SCOPE OF SERVICES** to the OWNER within the time allotted for the work as stipulated therein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.

- K. To covenant and represent to be responsible for the professional and technical accuracy and veracity of the studies and reports or other work or material furnished by the CONSULTANT under this Agreement. CONSULTANT further agrees, covenants and represents that services furnished by CONSULTANT, its agents, employees and sub-consultants under this Agreement shall be free from negligent errors or omissions.
- L. Insurance shall include the following terms, conditions and minimum limits.

Workers' Compensation

Workers' Compensation Insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas work on Airport Authority property, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability coverage. Minimum limits shall be:

Employers Liability Limits	\$500,000/\$500,000/\$500,000
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Commercial General Liability

Commercial General Liability is to be written on an occurrence form. Coverage shall include on-going operations, product/completed operations (minimum of two years following project completion) and Personal and Advertising Injury. Minimum annual limits shall be:

General Aggregate	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$500,000
Each Occurrence	\$500,000

Professional Liability

Professional Liability Insurance covering all work of the CONSULTANT without exclusions, unless approved in writing by the OWNER, shall remain in force for a period of two years following completion of services. Minimum limits shall be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

Satisfactory certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT commences any work under this Agreement. The CONSULTANT shall maintain such insurance through the duration of the Project. Owner shall be given no less notice than Consultant under the terms of

the policy before such policy is substantially changed or cancelled, even at the direction of the Consultant.

- M. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
- N. That all information provided by the OWNER and/or developed for the Project shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
 - 1. Within the public domain at the time of its disclosure.
 - 2. Required to be disclosed by a court of competent jurisdiction or Government order.
 - 3. Approved by the OWNER for publicity.
 - 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction.
- O. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.

ARTICLE IV – THE CONSULTANT CERTIFIES

- A. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above CONSULTANT) to solicit or secure this Agreement.
- B. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. It has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with,

procuring or carrying out the Agreement, except as here expressly stated (if any).

- D. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any jurisdictional governmental agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach a disclosure explanation to this Agreement.

ARTICLE V - THE OWNER AGREES

- A. To furnish all available information, records and data pertaining to the Project available to the OWNER. All data shall be considered confidential unless otherwise noted.
- B. To provide standards, as available, for the Project.
- C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- D. To provide and/or facilitate reasonable entry and access upon airport property for which the OWNER controls for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, and conditions of airport lessees.
- E. To indemnify and hold the CONSULTANT harmless against OWNER'S negligent acts and errors.

ARTICLE VI - PAYMENT PROVISIONS

- A. Payment to the CONSULTANT for the performance of services described in **ARTICLE I, SCOPE OF SERVICES** shall be as defined and described in **EXHIBIT A.1. Fee Schedule**, which is incorporated herein by reference.
- B. During the course of the Agreement any actual or potential scope changes anticipated by the CONSULTANT shall immediately, and in writing, be brought to the attention of the OWNER along with an estimate of actual costs and impact to the schedule. The CONSULTANT shall give the OWNER the opportunity to mitigate any and/or all impacts of the proposed scope changes. For potential scope changes initiated by the OWNER, the OWNER shall provide to the CONSULTANT, in writing, the known details of the proposed

scope change and, if necessary and appropriate, the CONSULTANT shall provide a timely proposal to scope and fee revisions/amendments.

- C. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE VII - THE PARTIES HERETO MUTUALLY AGREE

A. TERMINATION OF CONTRACT

1. That the right is reserved to the OWNER to terminate this Agreement or any portion or scope element of this Agreement at any time upon written notice; provided however, that in such case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of written termination on the basis of the provisions of this Agreement, but in no case shall payment be made in excess of the CONSULTANT'S actual costs plus reasonable profit. Upon receipt of such written notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the property of the OWNER.
 2. Any violation or breach of the terms of this Agreement on the part of either party may result in the suspension or termination of this Agreement, or such other action which may be necessary to enforce the rights of the parties of this Agreement. In the event of suspension or termination of this Agreement, the OWNER shall take possession of all materials as may have been accumulated in performing this Agreement by the CONSULTANT, whether completed or in progress, and the CONSULTANT shall be entitled to fees as described in section A.1. of this part.
- B. The rights and remedies of both parties provided herein are in addition to any other rights and remedies provided by law or under this Agreement.
 - C. That the deliverables shall become the property of the OWNER upon delivery or termination of the services in accordance with this Agreement, and there shall be no restriction or limitation on their further use by the OWNER.
 - D. That the deliverables and services to be performed by the CONSULTANT under the terms of this Agreement shall not be assigned, sublet or transferred without written consent at the sole discretion of the OWNER.

- E. In the event of unavoidable delays in the progress of the work, reasonable extensions in time may be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
- F. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- G. This Agreement and all contracts entered under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assignees, if any.
- H. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.
- I. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- J. It is agreed between the parties of this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

ARTICLE VIII – SUPPLEMENTAL AGREEMENTS

Both parties acknowledge and mutually agree that future supplemental agreements, with associated scopes of services and fee schedules, may be agreed upon by the parties. Entering any such future supplemental agreements, if any, shall be upon the mutual agreement of both parties of the scopes of services and fees. All future supplemental agreements, if any, shall be subject to the same terms and conditions of this Agreement unless otherwise agreed upon by both parties under a supplemental agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor D. White, Director of Airports

ATTEST:

ABS AVIATION CONSULTANCY, INC.
D/B/A AIRPORT BUSINESS SOLUTIONS
TAMPA, FLORIDA

By: _____

By: _____
Michael A. Hodges

Title: _____

Title: President and CEO
"CONSULTANT"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTACHMENTS:

EXHIBIT A
EXHIBIT A.1
EXHIBIT B
EXHIBIT C1

Scope of Services
Fee Schedule
Equal Employment Opportunity
(Conceptual) Midwest Corp Lease

Scope of Services

- A. The CONSULTANT shall conduct the following lease/rental analysis under this Project scope of services:
1. A lease/rental analysis (referred to hereafter as the “Analysis”) of the fixed-base operation (FBO) land and facilities leased and/or proposed to be leased to and operated by the current FBO lessee at Colonel James Jabara (AAO) Airport, located at 3560 North Jabara Road (a/k/a 3512 N. Webb Road), Wichita, Kansas. Land and facilities/improvements included in this Project are graphically represented on **EXHIBIT C1** conceptual Midwest Corp Lease.
 2. The Analysis shall include comparable “on airport” aeronautical use facilities from similar airports in the surrounding region. For the purposes of this project “surrounding region” is defined as an area of an approximate 500 mile radius from Wichita, KS. It is the OWNERS desire to utilize “*comparable on-airport aeronautical use facilities*” in the surrounding region to the greatest extent possible and to the extent these are available. Other relevant similar facilities beyond the “*surrounding region*” may also be referenced and used for comparable purposes in the Analysis.
 3. The land and facilities/improvements are owned by the OWNER/lessor and currently leased or proposed to be leased to a private company engaged in FBO services. There are a total of ten (10) separate agreements (all with different initial and option duration terms) between the lessor and lessee consisting of eight (8) clear-span/community hangars, T-hangars, administrative offices, FBO customer service areas, apron/tie-down areas (under management agreement), automobile parking, aviation fuel storage, and some undeveloped land. Some facility leases are expired and are operating on a “hold-over” month-to-month basis.
 4. The analysis shall include one (1) personal site visit to Wichita, Kansas by the President/CEO (project manager). The site visit shall include, at a minimum:
 - a. Detailed inspection of the Airport, infrastructure, and current and proposed FBO leasehold property.
 - b. Meeting consultation with FBO owner and management staff.
 - c. Meeting consultation with Airport Authority staff.
 5. Telephone conference calls will be accomplished with the FBO representative(s) and/or the OWNER as necessary to obtain information, data, answer questions, and exchange follow-up information.
 6. Analyze and evaluate the prevailing market rental rate, on a per-square-foot and per-annum basis, for each component of the subject FBO. Components should include, where appropriate, the following category/types of land, facilities and uses:

- a. Land – unimproved/undeveloped
 - b. Facilities, structures and improvements
 - i. Clear-span/community hangars
 - ii. T-hangars
 - iii. Terminal, administrative offices, customer service, lounge, lobby, and the like
 - iv. Ramp/apron
 - v. Automobile parking - paved
 - vi. Aviation fuel storage and distribution
7. In performing the Analysis, the CONSULTANT shall evaluate and consider the following and what, if any, impacts these may have on lease/rental market values:
- *State of Kansas Statutes 3-116 and 13-1348b* require that “... certain cities over 250,000 (population)” “...that the real estate be used [only] for airport purposes or purposes incidental or related thereto.” This State requirement is more restrictive than FAA directives for airport property uses.
8. In addition to other similar and comparable airport and FBO facilities, the CONSULTANT shall analyze and evaluate the following factors as they may be deemed pertinent and applicable to this Project:
- a. Revenue streams from various income sources, which may include but are not limited to: apron parking fees, tie-down fees, hangar rentals, concession fees, ground leases, fueling, maintenance, charter, and others.
 - b. Issues involving zoning, the approved airport master plan, and any limitations on the use of the Airport and FBO facilities.
 - c. On-airport aeronautical vs. off-airport non-aeronautical property comparisons, and the CONSULTANTS opinion how and why these types of properties either similar or dissimilar.
 - d. Trends in the airport, aviation and FBO industry; current and projected aviation economic climate; industry standard rent/lease valuation and methodology practices.
 - e. Assume single FBO scenario.
 - f. Consideration given to airport services; area amenities including but not limited to proximity to major urban area, proximity to major industrial area, hotels, shopping and dining facilities, and other local and regional considerations.
9. In performing the Analysis, the CONSULTANT shall utilize and apply common, standard, or industry accepted and supportable methodologies and approaches to establishing values.

10. The Analysis and final report under this Project will be used to assist in determining future lease/rental fair market value(s) for the land and facilities/improvements on AAO.
- B. The CONSULTANT shall provide the following lease/rental analysis report delivered in summary report format (referred to hereafter as the “Report”) under this Project scope of services:
1. The final Report shall be completed by the CONSULTANT and submitted to the OWNER within sixty (60) days of notice-to-proceed unless an extension of time is granted in writing by the OWNER.
 2. The Report shall include a summary of all data and comparables analyzed.
 3. The Report shall provide sufficient data and detail for the OWNER to understand the CONSULTANT’S reasoning and analysis in deriving the conclusions.
 4. The Report shall describe/reference/summarize any relevant and related impacts on lease/rental value(s), if any, as set forth and described in Sections A. 7 and 8 of this Scope.
 5. Supporting documentation and references should be made in summary form as appropriate for all comparables and other references used.
 6. The CONSULTANT shall provide editable, electronic files of the Report in Microsoft Word, and three (3) original signed final draft Reports in spiral-bound form.
- C. The CONSULTANT shall provide “on-call” comprehensive real estate and improvements valuations, lease rates analysis, market value rental appraisals and leasing policy recommendations for Col. James Jabara Airport and/or Mid-Continent Airport. Individual task orders will be prepared to define scope and budget as needs are identified. The OWNER agrees to pay the CONSULTANT the rates set forth in **EXHIBIT A.1** for such on-call services. Engagements will not exceed \$25,000 on an annual basis including expenses.

End of Scope of Services

Fee Schedule

Payment to the CONSULTANT for the performance of services defined in **ARTICLE I, SCOPE OF SERVICES, EXHIBITS A Sections A and B** of this Agreement shall be a fixed "lump sum" fee of ten thousand five hundred U.S. dollars (\$10,500).

Payment to the CONSULTANT for the performance of services defined in **ARTICLE I, SCOPE OF SERVICES, EXHIBIT A, Section C** of this agreement at the following rates.

Michael A. Hodges, MAI	\$250
Randy D. Bisgard	\$200
Bobbi Thompson	\$200

Expenses related to "on-call" services will be passed-through to OWNER at cost plus 5% administrative fee, and shall include project related expenses to including airfare, hotel, rental car, meals, parking, and other pertinent incidental expenses directly related to the project. Receipts shall be submitted to the OWNER verifying project costs prior to payment. In-direct related expenses shall not be passed-through to OWNER including, insurance, administrative overhead (excepting cost plus 5% administrative fee outlined above).

End of Fee Schedule

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

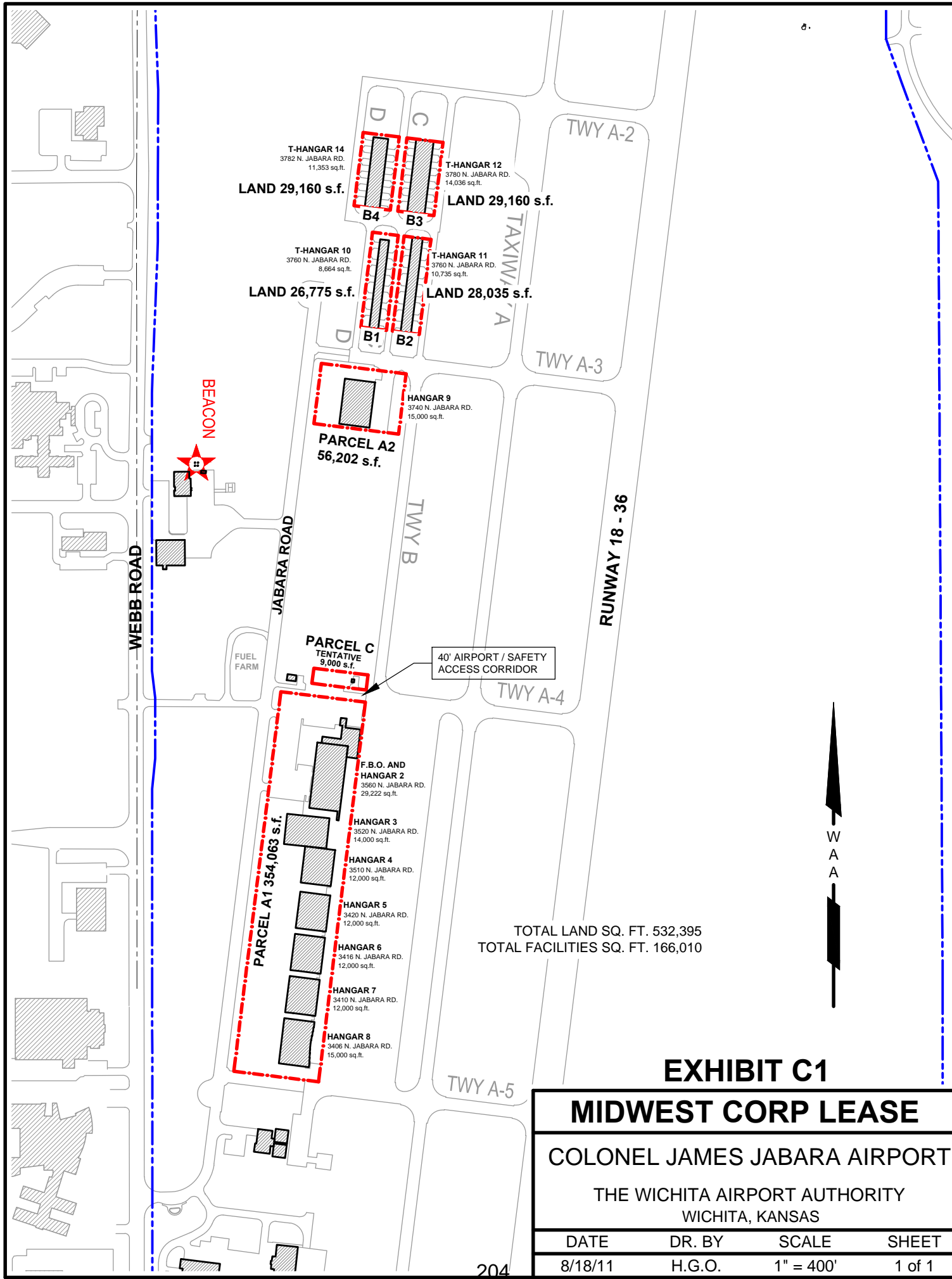


EXHIBIT C1

MIDWEST CORP LEASE			
COLONEL JAMES JABARA AIRPORT			
THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
8/18/11	H.G.O.	1" = 400'	1 of 1